

“Other Lease Transaction” shall mean each of the other transactions, each dated as of April 1, 2000, involving the lease of undivided interests in leasehold interests in the Facility and the Site and interests in the Ground Interests to owner trusts on behalf of equity investors, and the simultaneous sublease of such interests to Big Rivers, all on substantially the same terms and conditions as under the Overall Transaction.

“Overall Transaction” shall mean the transactions contemplated by the Operative Documents.

“Overdue Rate” shall mean 2% per annum over the rate of interest publicly announced from time to time by Citibank at its New York, New York office as its prime rate for domestic commercial loans, such rate to change as and when such prime rate changes. For purpose of this definition, “prime rate” shall mean that rate announced by Citibank from time to time as its prime rate as that rate may change from time to time with changes to occur on the date Citibank’s prime rate changes.

“Owner Participant” shall mean Fleet Real Estate, Inc., a Rhode Island corporation together with its successors and permitted assigns.

“Owner Participant’s Commitment” shall mean \$20,060,359.39 (which shall not include the Transaction Costs for which the Owner Participant is responsible under Section 2.3(a) of the Participation Agreement).

“Owner Participant’s Lien” shall mean any Lien on the OP Trust Estate or any part thereof arising as a result of (1) Taxes or Claims against or affecting the Owner Participant or any Affiliate thereof not related to, or that are in violation of, any Operative Document or the transactions contemplated thereby, (ii) Claims against or any act or omission of the Owner Participant or any Affiliate thereof that is not related to, or that is in violation of, any Operative Document or the transactions contemplated thereby or that is in breach of any covenant or agreement of the Owner Participant set forth therein, (iii) Taxes imposed upon the Owner Participant or any Affiliate thereof that are not indemnified against by Big Rivers pursuant to the Operative Documents or (iv) Claims against or affecting the Owner Participant or any Affiliate thereof arising out of the voluntary or involuntary transfer by the Owner Participant (except as contemplated by the Operative Documents or during the continuance of an Event of Default) of any portion of the interest of the Owner Participant in the Beneficial Interest.

“Owner Trust” shall mean the Connecticut statutory trust created by the Trust Agreement.

“Owner Trust Beneficial Interest” shall mean the beneficial interest of the OP Trust in the Owner Trust.

“Partial Release of Security Interest” shall mean the Consent and Partial Release of Security Interest, dated as of April 1, 2000 by the United States acting through the Acting Administrator of the RUS, Ambac and CFC.

“Partial Year” shall have the meaning specified in the LEM Power Purchase Agreement.

“Participants” shall mean the Owner Participant, the OP Trust and the Lenders.

“Participation Agreement” shall mean the Participation Agreement (FBR-1), dated as of April 1, 2000, among Big Rivers, the Owner Trust, the OP Trust, the Trust Company, the Owner Participant and the Lenders.

“Payment Agreement” shall mean the Payment Agreement (FBR-1), dated as of April 1, 2000, between the Big Rivers Subsidiary and the Payment Undertaker, in substantially the form of Exhibit J to the Participation Agreement.

“Payment Agreement Fee” shall have the meaning specified in Section 1.1 of the Payment Agreement.

“Payment Agreement FGIP” shall mean the financial guaranty insurance policy, in substantially the form of Exhibit L to the Participation Agreement.

“Payment Agreement Insurer” shall mean Ambac as issuer of the Payment Agreement FGIP.

“Payment Agreement Pledge” shall mean the Payment Agreement Pledge Agreement (FBR-1), dated as of April 1, 2000 among the Big Rivers Subsidiary, the Owner Trust, the Beneficial Interest Purchaser and the First Mortgage Mortgagees, in substantially the form of Exhibit K to the Participation Agreement.

“Payment Collateral” has the meaning set forth in the Granting Clause of the Leasehold Mortgage.

“Payment Date” shall have the meaning specified in Section 1 of the Payment Agreement.

“Payment Default” shall mean the failure to pay any Basic Rent or Supplemental Rent when due without regard to any grace period or notice requirement.

“Payment Undertaker” shall mean AME Asset Funding, LLC, a Delaware limited liability company.

“Permitted Act” shall have the meaning set forth in Section 1 of the Tax Indemnity Agreement.

“Permitted Encumbrances” shall mean all Liens now or hereafter existing and permitted to exist on the Facility or the Sites under the First Mortgage as in effect on the Closing Date.

“Permitted Investments” shall mean investments in (a) overnight loans to or other customary overnight investments in commercial banks of the type referred to in paragraph (d) below, (b) obligations of the United States, (c) open market commercial paper of any corporation (other than Big Rivers) incorporated under the laws of the United States or any State thereof which is rated not less than “prime-1” or its equivalent by Moody’s and “A-1” or its equivalent by S&P maturing within one year after such investment, (d) certificates of deposit issued by commercial banks organized under the laws of the United States or any State thereof or a domestic branch of a foreign bank (i) having a combined capital and surplus in excess of \$500,000,000 and (ii) which are rated “AA” (or “Aa”) or better by S&P and/or Moody’s; *provided* that no more than \$20,000,000 may be invested in such deposits at any one such bank and (e) a money market fund

registered under the Investment Company Act of 1940, as amended, the portfolio of which is limited to U.S. government obligations and U.S. agency obligations.

“Permitted Liens” shall mean (i) the interests of Big Rivers, the Owner Participant, the OP Trust, the Owner Trust, the Beneficial Interest Purchaser, Ambac, the Agent and the Lenders under any of the Operative Documents; (ii) the Lien of the First Mortgage; (iii) all Permitted Encumbrances; (iv) the Lien of the Subordinated Mortgage; (v) the Liens of the WKEC Lease, the LEM Mortgage and the LG&E Subordinated Mortgage; (vi) all Facility Lessor’s Liens, OP Trust’s Liens and Owner Participant’s Liens; (vii) the Lien of the Leasehold Mortgage; (viii) the interests of the Other Facility Lessors in the Facility, the Sites and the lenders thereto in the Other Lease Transactions; (ix) [reserved]; (x) the “Permitted Liens” as defined in the WKEC Lease as of the Closing Date; (xi) those Liens identified in the Title Report and (xii) the interests of the Additional Wilson Owners.

“Person” shall mean any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Plan” shall mean any “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to ERISA, any “plan” (as defined in Section 4975(e)(1) of the Internal Revenue Code) that is subject to Section 4975 of the Internal Revenue Code, any trust created under any such plan or any “governmental plan” (as defined in Section 3(32) of ERISA or Section 414(d) of the Internal Revenue Code) that is organized in a jurisdiction having prohibitions on transactions with government plans similar to those contained in Section 406 of ERISA or Section 4975 of the Internal Revenue Code.

“Plant Green” shall mean Plant Robert D. Green.

“Plant Wilson” shall mean D. B. Wilson Unit No. 1 more particularly described in Exhibits A-1 and A-2 to the Head Lease.

“Power” shall have the meaning specified in the LEM Power Purchase Agreement.

“Power Load Profile” shall mean, with respect to any Service Contract, the periodic energy demand and usage profile (taking into account the Required Capacity and Required Energy Estimate applicable to any such Service Contract) for any relevant period during the Service Contract Term (expressed as a range of kilowatt hours).

“Prime Rate” shall mean the “prime rate” of Citibank described in the definition of “Overdue Rate.”

“Prudent Utility Practice” shall mean, at a particular time, the practices, methods and acts that an entity in the electric power industry (including an independent power producer) owning and operating the Facility over its useful life would engage in to produce power and that (i) are then commonly used in prudent engineering and operations to operate electrical equipment and associated mechanical and civil facilities lawfully and with safety, reliability, efficiency and expedition; or (ii) in the exercise of reasonable judgment, could have been expected to achieve the desired result consistent with applicable law, safety reliability, efficiency and expedition.

“Prudent Utility Practice” is not necessarily limited to the optimum practice, method or act, but may be a spectrum of possible practices, methods or acts.

“Purchase Option” shall have the meaning specified in Section 15.1 of the Facility Lease.

“Purchase Option Price” shall mean \$163,973,472.19.

“Qualifying Facility Lease Surety Bond” shall mean a valid and enforceable surety bond of a Qualifying Surety Bond Provider or guaranteed (such guaranty to be in form and substance acceptable to the OP Trust and the Owner Participant) by a Qualifying Surety Bond Provider (a) securing Big Rivers’ obligations under the Facility Lease and Section 11A of the Participation Agreement to pay the Equity Portion of Termination Value, (b) in form and substance acceptable to the OP Trust and the Owner Participant, and (c) providing for a maximum amount payable from time to time and at all times equal to the Equity Portion of Termination Value, and (d) providing for a stated expiration date not earlier than the last date an installment of the Purchase Option Price is due as set forth in Section 15.1 of the Facility Lease plus the applicable preference period under the Bankruptcy Code.

“Qualifying Letter of Credit” shall mean a valid and enforceable irrevocable, standby letter of credit in form and substance acceptable to the OP Trust and Owner Participant issued by a Qualifying Letter of Credit Bank (i) having a stated expiration date not earlier than one year after the date of original issuance, and (ii) unless the expiry date shall be on or after the Expiration Date, providing for a draw thereunder, if not renewed or replaced with a Qualifying Letter of Credit or Qualifying Facility Lease Surety Bond (or in the case of Section 7.7 (c) of the Participation Agreement, a Qualifying Swap Surety Bond) prior to its expiry or within 60 days of the issuer ceasing to be a Qualifying Letter of Credit Bank.

“Qualifying Letter of Credit Bank” shall mean a bank, the long term senior unsecured debt of which is rated at least “Aa2” by Moody’s and “AA” by S&P so long as such bank (and its guarantor, if applicable) does not violate the credit policies of the Owner Participant at the date of issuance of the relevant letter of credit, including with respect to credit exposure limits.

“Qualifying Surety Bond Provider” shall mean an insurer, the long-term senior unsecured debt obligations or financial strength rating of which at the time of issuance of a Qualifying Facility Lease Surety Bond or a Qualifying Swap Surety Bond, as the case may be, is rated at least “Aa2” by Moody’s and “AA” by S&P, and the long-term senior unsecured debt obligations or financial strength rating of which thereafter is rated at least “Aa2” by Moody’s and “AA” by S&P, so long as such insurer (and its guarantor, if applicable) does not violate the credit policies of the Owner Participant at the date of issuance of the relevant surety bond, including with respect to credit exposure limits.

“Qualifying Swap” shall mean a valid and enforceable obligation of a Qualifying Swap Provider (which must be supported by a Qualifying Swap Surety Bond (in the form of Exhibit W to the Participation Agreement), issued by a Qualifying Surety Bond Provider or a Qualifying Letter of Credit issued by a Qualifying Letter of Credit Bank) (a) to purchase the Owner Trust Beneficial Interest for a purchase price equal to Termination Value, (b) in substantially the form of Exhibit V to the Participation Agreement including provisions no less favorable to the Owner

Participant, the OP Trust and the Facility Lessor than in the form of Exhibit V, to the Participation Agreement or in such other form acceptable to the Owner Participant and the OP Trust; *provided, however*, that any replacement of the Qualifying Swap issued on the Closing Date shall provide for payment of the Equity Portion of Termination Value in full and in a lump sum on the termination date without an option for the Qualifying Swap Provider to make any payments in installments, (c) providing for a maximum amount payable from time to time and at all times equal to Termination Value, and (d) with an expiration or termination date no earlier than the date of the last installment of the Purchase Option Price due as set forth in Section 15.1 of the Facility Lease plus the applicable preference period under the Bankruptcy Code.

“Qualifying Swap Provider” shall mean the Beneficial Interest Purchaser (for so long as it is solvent), and thereafter, an entity, the long-term senior unsecured debt obligations or financial strength rating of which at the time of issuance of a Qualifying Swap, is rated at least “Aa2” by Moody’s and “AA” by S&P, so long as such entity (and its guarantor, if applicable) does not violate the credit policies of the Owner Participant at the date of issuance of the relevant swap, including with respect to credit exposure limits.

“Qualifying Swap Surety Bond” shall mean a valid and enforceable surety bond issued by a Qualifying Surety Bond Provider, payable to the OP Trust, (a) to secure all of the Qualifying Swap Provider’s obligations under the Qualifying Swap, (b) in substantially the form of Exhibit W to the Participation Agreement or in such other form acceptable to the Owner Participant and the OP Trust, (c) providing for a maximum amount payable from time to time and at all times at least equal to the Equity Portion of Termination Value and (d) with an expiration or termination date no earlier than the last date an installment of the Purchase Option Price is due as set forth in Section 15.1 of the Facility Lease plus the applicable preference period under the Bankruptcy Code.

“Quoted Rate” shall mean the rate of interest determined pursuant to clause (i) of the definition of Reset Interest Rate.

“Rating Agencies” shall mean S&P and Moody’s.

“Reasonable Basis” for a position shall exist if tax counsel may properly advise reporting such position on a tax return in accordance with Formal Opinion 85-352 issued by the Standing Committee on Ethics and Professional Responsibility of the American Bar Association (or any successor to such opinion).

“Rebuilding Closing Date” shall have the meaning specified in paragraph (f) of Section 10.3 of the Facility Lease.

“Records” shall have the meaning set forth in Section 11 of the Tax Indemnity Agreement.

“Related Facility Lease” shall mean each other “Facility Lease,” in substantially the same form as the Facility Lease, under the Related Lease Transaction.

“Related Lease Transaction” shall mean the transaction contemplated by the Other Lease Transaction for which the Owner Participant is the “Owner Participant” under such Other Lease Transaction.

“Release” shall mean the actual or threatened release, deposit, disposal or leakage of any Hazardous Substance at, into, upon or under any land, water or air, or otherwise into the environment including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement or the like.

“Released Property” shall have the meaning set forth in Section 4.2 of the Ground Lease.

“Remainder Property” shall mean that portion of the Mortgaged Site located in Ohio County, Kentucky and vested in Big Rivers as of the Closing Date other than the Site and the Easement Site.

“Rent” shall mean all Basic Rent and all Supplemental Rent.

“Rent Payment Date” shall mean July 18, 2000 and each January 4, commencing January 4, 2001, to and including January 4, 2027.

“Rent Payment Period” shall mean (a) in the case of the first Rent Payment Period, the period commencing on July 18, 2000 and ending on January 4, 2001, (b) each 12 month or shorter period commencing on each Rent Payment Date thereafter through and including January 4 and (c) in the case of the final Rent Payment Period, the period from January 4, 2026 to and including January 4, 2027.

“Replacement Component” shall have the meaning specified in Section 7.2 of the Facility Lease.

“Replacement Lender” shall mean “New Lender” as defined in Section 2.11 of the Leasehold Mortgage.

“Replacement Loan” shall mean a loan having a principal amount, maturity and amortization as set forth in Schedule A to the Loan Certificate (as such amounts may be adjusted from time to time) and having other terms reasonably acceptable to the Owner Participant, except that the interest rate shall be the Reset Interest Rate.

“Required Capacity” shall mean, with respect to any Service Contract, the electrical capacity (expressed in megawatts) required to be delivered to or at the direction of or available for the Service Purchaser in the manner contemplated by its Service Contract.

“Required Energy Estimate” shall mean, with respect to any Service Contract, the estimate of peak demand and annual energy usage derived from such Service Contract expressed as a range of kilowatt hours required to be delivered each month to or at the direction of the Service Purchaser contemplated by its Service Contract.

“Required Lenders” shall mean the Lender or Lenders which at the time of such determination shall be the Holders, owners or obligees of a majority in aggregate amount of the Secured Indebtedness.

“Required Modification” shall have the meaning specified in Section 8.1 of the Facility Lease.

“Reset Date” shall mean as of 11:59 p.m. (New York City time) on the last day of the Basic Term.

“Reset Interest Rate” with respect to any Loan Certificate, shall mean one of the following determined in accordance with the procedures set forth in Section 2.12 of the Leasehold Mortgage: (i) a fixed interest rate per annum, computed on the basis of a 360 day year of twelve 30-day months with interest payable annually, determined by the Lender in the Lender’s reasonable good faith judgment, based on prevailing market conditions and the maturity, credit risk and other terms and conditions of such Loan Certificate and the Leasehold Mortgage, the lending policies of the Lender at the time and any other factors which the Lender deems relevant (referred to as the “Quoted Rate”), or (ii) the lowest fixed interest rate per annum computed on the basis of a 360 day year of twelve 30-day months with interest payable annually that allows the Advisor, using reasonable efforts, including soliciting offers from entities proposed by the Owner Participant or the Facility Lessee, to locate one or more Persons ready, willing and able to purchase the Loan Certificate from the Lender at a price equal to the outstanding principal amount thereof plus interest accrued thereon to such date (referred to as the “Auction Rate”).

“Responsible Officer” shall mean, with respect to any Person other than the Owner Trust or OP Trust, (i) its or its managing general partner’s Chairman of the Board, its President, any Senior Vice President, the Chief Financial Officer, any Vice President, the Treasurer or any other management employee (a) that has the power to take the action in question and has been authorized, directly or indirectly, by the Board of Directors of such Person, (b) working under the direct supervision of such Chairman of the Board, President, Senior Vice President, Chief Financial Officer, Vice President or Treasurer and (c) whose responsibilities include the administration of the transactions and agreements contemplated by the Operative Documents, and (ii) with respect to the Owner Trust, the OP Trust, Trustee, the OP Trustee and Trust Company an officer in the corporate trust department of the Trust Company.

“Return Acceptance Tests” shall mean performance standards or tests meeting or exceeding the following conditions:

(i) The Facility’s efficiency as expressed as net unit heat rate in Btu’s of heat input per net kilowatt of output measured by the Facility’s performance monitoring system is greater than or equal to such Unit’s efficiency so expressed for the preceding 12 months;

(ii) The Facility’s net capacity expressed in megawatts measured by the Facility’s performance monitoring system is greater than or equal to the value of such net capacity during the preceding 12 months;

(iii) The Facility’s availability, as defined by information submitted to the North American Reliability Council, must be greater than or equal to such availability so defined during the preceding 12 months;

(iv) The Facility’s forced outage rate and factors, as defined by information submitted to the North American Reliability Council, must be greater than or equal to such rate and factors for the preceding 12 months;

(v) Documentation must be provided to the Owner Participant, the OP Trust and the Facility Lessor reasonably sufficient to permit the Owner Participant, the OP Trust and the Facility Lessor to conclude that the Facility has operated in accordance with all Applicable Laws and regulatory requirements for the preceding 12 months; and

(vi) All scheduled maintenance, replacement of Components and Required Modifications items must be concluded.

“Rights Sharing Agreement” shall mean the Rights Sharing Agreement (FBR-1), dated as of April 18, 2000, among the Owner Participant, the OP Trust, the Beneficial Interest Purchaser, the Lenders and Ambac in substantially the form of Exhibit A-2 to the Participation Agreement.

“RUS” shall mean the Rural Utilities Services, an agency of the United States Department of Agriculture, or where appropriate, the United States of America acting through the Administrator of the Rural Utilities Service.

“S&P” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

“Scheduled Closing Date” shall mean April 18, 2000, or such later date set for Closing in a notice of postponement pursuant to Section 2.2(c) of the Participation Agreement.

“Scheduled Payment” shall have the meaning specified in Section 1.1 of the Payment Agreement.

“Scheduled Payment Date” shall mean a Rent Payment Date.

“Secured Indebtedness” shall have the meaning set forth in the Leasehold Mortgage.

“Secured Notes” shall mean the Facility Lessor (D) Secured Notes, the Facility Lessor (E) Secured Note and the Beneficial Interest Purchaser Secured Note.

“Secured Parties” shall have the meaning specified in Section 1.1 of the Payment Agreement.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Security” shall have the same meaning as in Section 2(l) of the Securities Act.

“Series A Lender” shall mean AME Investments, LLC, a Delaware limited liability company, or any subsequent holder of the Series A Loan Certificate.

“Series A Lender’s Account” shall mean the account (No. 794693) maintained by the Series A Lender with Citibank or such other account of the Series A Lender in New York, New York, as the Series A Lender may from time to time specify in a notice to the other parties to the Participation Agreement.

“Series A Loan” shall mean the loan evidenced by the Series A Loan Certificate.

“Series A Loan Certificate” shall mean the Series A Loan Certificate, dated the Closing Date, in substantially the form of Exhibit A to the Leasehold Mortgage, in an initial principal amount equal to the Series A Loan Commitment, issued by the Owner Trust to the Series A Lender pursuant to Section 2.01 of the Leasehold Mortgage.

“Series A Loan Commitment” shall mean \$90,100,724.50.

“Series A Loan Maturity Date” shall mean January 4, 2039.

“Series A Loan Rate” shall mean (a) for the period from and including the Closing Date to, but not including the Reset Date, 7.42286% per annum, and (b) for the period from and including the Reset Date until the Series A Loan Certificate is paid in full, the Reset Interest Rate.

“Series B Lender” shall mean CoBank, ACB or any subsequent holder of the Series B Loan Certificate.

“Series B Lender’s Account” shall mean COBANK, ACB, Ref. 14213021-Big Rivers Electric Corporation, Attn: Senior Customer Service Representative, ABA No. 307088754 or such other account as the Series B Lender may from time to time specify in a notice to the other parties to the Participation Agreement.

“Series B Loan” shall mean the loan evidenced by the Series B Loan Certificate.

“Series B Loan Certificate” shall mean the Series B Loan Certificate, dated the Closing Date, in substantially the form of Exhibit B to the Leasehold Mortgage, in an initial principal amount equal to the Series B Loan Commitment, issued by the Owner Trust to the Series B Lender pursuant to Section 2.01 of the Leasehold Mortgage.

“Series B Loan Commitment” shall mean \$10,011,191.61.

“Series B Loan FGIP” shall mean the financial guaranty insurance policy, dated the Closing Date, made by Ambac in favor of the Series B Lender, insuring the timely payment of principal and interest on the Series B Loan.

“Series B Loan FGIP Provider” shall mean Ambac.

“Series B Loan Maturity Date” shall mean January 4, 2039.

“Series B Loan Rate” shall mean (a) for the period from and including the Closing Date to, but not including the Reset Date, 8.01445% per annum, and (b) for the period from and including the Reset Date until the Series B Loan Certificate is paid in full, the Reset Interest Rate.

“Service Contract” shall mean, with respect to the Undivided Interest, an agreement between the Facility Lessor and Service Purchaser entered into pursuant to Section 15.3 of the Facility Lease (a) commencing on the Expiration Date and ending on the Service Contract Expiration Date, unless earlier terminated in accordance with the express provisions thereof, (b) providing for the sale by the Facility Lessor and purchase by the Service Purchaser of power and energy generated by the Facility, reflecting the Facility Lessor’s undivided leasehold interest in the

Facility and commensurate entitlement to the output of the Facility and (c) containing such other terms and conditions provided in Schedule 3-A to the Facility Lease.

“Service Contract Commencement Date” shall have the meaning specified in Section 12A.1(a) of the Participation Agreement.

“Service Contract Credit Support” shall mean collateral security for the obligations of the Service Purchaser under the Service Contract in the form of a letter of credit or a guaranty, in either event reasonably satisfactory to the OP Trust and the Owner Participant, *provided*, that the issuing bank or the guarantor has a rating of its long-term senior unsecured debt obligations of at least AA- by S&P and Aa3 by Moody’s and is not the Facility Lessee, any member of the Facility Lessee, or any Affiliate or Tax Affiliate thereof.

“Service Contract Execution Date” shall have the meaning specified in Section 12A.1(a) of the Participation Agreement.

“Service Contract Expiration Date” shall mean in the case of a Service Contract entered into on the Expiration Date December 4, 2039.

“Service Contract Liquidated Damages” shall have the meaning specified in Schedule 3-B to the Facility Lease.

“Service Contract Option” shall have the meaning specified in Section 15(a) of the Facility Lease.

“Service Contract Term” shall mean the period commencing on the day following the Expiration Date and ending on the Service Contract Expiration Date.

“Service Fees” shall mean, collectively, the Capacity Charge, the Fixed Energy Charge and the Energy Charge under the Service Contract.

“Service Fees Payment Date” shall mean each January 4 commencing January 4, 2028 through January 4, 2039 and December 4, 2039.

“Service Purchaser” shall mean a Person which is not the Facility Lessee, a member of the Facility Lessee or an Affiliate or Tax Affiliate of any of the foregoing, subject to the Owner Participant’s then-current credit exposure limits, that is the purchaser of the power and energy generated by Plant Green pursuant to a Service Contract and has:

(q) a rating of its long-term senior unsecured debt obligations of at least AA- by S&P or Aa3 by Moody’s; or

(r) provided the Owner Participant with either collateral security for such Person’s obligations under the Service Contract in the form of a letter of credit or a guaranty from an Affiliate of such Person having the credit ratings specified in clause (a) above, in either event reasonably satisfactory to the Owner Participant and the OP Trust.

“Severable Modifications” shall mean any Modification that is readily removable from the Facility without causing material damage to the Facility and shall not mean any Required Modifications.

“Site” shall mean the land on which the Facility is situated. The Site is more particularly described in Exhibit 1 to the Ground Lease, Exhibit 1 to the Ground Sublease, Exhibit B to the Head Lease and Exhibits C to the Facility Lease and the Leasehold Mortgage and excludes the Facility.

“Special Equity Remedy” shall have the meaning specified in Section 11A of the Participation Agreement.

“Specified Sum” shall have the meaning specified in Section 1.1 of the Payment Agreement.

“State Deductions” shall have the meaning set forth in Section 2(s) of the Tax Indemnity Agreement.

“Station Two Subsidiary” shall mean LG&E Station Two Inc., a Kentucky corporation.

“Stock Pledge Agreement” shall mean the Stock Pledge Agreement, dated as of April 1, 2000, made by Big Rivers in favor of State Street Bank and Trust Company of Connecticut, National Association, as Collateral Agent.

“Subordinated Mortgage” shall mean the Subordinated Mortgage, dated as of April 1, 2000 among Big Rivers, Ambac, the Beneficial Interest Purchaser, PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust, FBR-2 Statutory Trust, PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust, FBR-1 OP Statutory Trust, FBR-2 OP Statutory Trust, Bluegrass Leasing and Fleet Real Estate, Inc., in substantially the form of Exhibit R to the Participation Agreement.

“Subordinated Secured Parties” shall have the meaning set forth in the Subordinated Mortgage.

“Subsidiary” of any Person shall mean any corporation, association, or other business entity of which more than 50% (by number of votes) of the voting stock at the time outstanding shall at the time be owned, directly or indirectly, by such Person or by any other corporation, association or trust which is itself a Subsidiary within the meaning of this definition, or collectively by such Person and any one or more such Subsidiaries.

“Summary of Terms” shall mean the Summary of Terms and Conditions agreed to by Philip Morris Capital Corporation, Fleet Capital Leasing, Ambac, the Series A Lender, the Funding Agreement Provider and Big Rivers on November 8, 1999.

“Supplemental Rent” shall mean any and all amounts, liabilities and obligations (other than Basic Rent) which the Facility Lessee assumes, agrees or is obligated to pay under the Operative Documents to the Facility Lessor or any other Person, including, but not limited to, Termination Value and all Make Whole Payments and if and to the extent applicable, the Purchase Option Price.

“Support Entity” shall have the meaning specified in the definition of Acceptable Substitute Collateral or Acceptable Substitute Investment Collateral, as applicable.

“Tax” or “Taxes” shall mean all charges, assessments and impositions, including, without limitation, all fees, taxes (including, without limitation, net or gross income taxes, net or gross receipts taxes, license taxes, franchise taxes (including, but not limited to, bank franchise taxes), sales taxes, use taxes, transfer, excise, mortgage, recording, intangible and similar taxes, value-added taxes, ad valorem taxes, property taxes (personal and real, tangible and intangible) and stamp taxes), levies, assessments, withholdings and other charges and impositions of any nature, plus all related interest, penalties, fines and additions to tax, now or hereafter imposed by any government or other taxing authority.

“Tax Advance” shall have the meaning specified in Section 9.2(g)(3) of the Participation Agreement.

“Tax Affiliate” shall mean any Affiliate of Big Rivers or any member of Big Rivers’ or the Big Rivers Subsidiary’s “lessee group” as defined in Revenue Procedure 75-21.

“Tax Benefit” shall have the meaning specified in Section 9.2(e) of the Participation Agreement.

“Tax Benefits” shall have the meaning set forth in Section 2(c) of the Tax Indemnity Agreement.

“Tax Claim” shall have the meaning specified in Section 9.2(g)(1) of the Participation Agreement.

“Tax Indemnitee” shall have the meaning specified in Section 9.2(a) of the Participation Agreement.

“Tax Indemnity Agreement” shall mean the Tax Indemnity Agreement (FBR-1), dated as of April 1, 2000, among Big Rivers and the Owner Participant.

“Term” shall mean the Basic Term of the Facility Lease plus the period, if any, in which the Facility Lessee continues to have a subleasehold interest in the Facility pursuant to Section 17.3 of the Facility Lease.

“Termination Date” shall mean each of the monthly dates during the Facility Lease Term identified as a “Termination Date” on Schedule 2 of the Facility Lease.

“Termination Value” when referred to with respect to a Termination Date shall mean the Termination Value set forth on Schedule 2 of the Facility Lease, for such Termination Date and when referred to without reference to a Termination Date means the Termination Value applicable from time to time with the Termination Value applicable on any day being the Termination Value set forth on Schedule 2 of the Facility Lease for such day or if such day is not listed on Schedule 2 of the Facility Lease for the next day listed on such Schedule. Termination Value shall be adjusted from time to time as provided in the Operative Documents, it being understood and agreed that, as set forth in such schedule, such amounts have been computed so

as to reflect a credit for Basic Rent paid but allocated to the periods after such Termination Date and to include an additional amount for Basic Rent previously accrued but not yet paid.

“Title Report” shall mean the supplemental record examination and report dated December 22, 1999, and addendum to such report dated the Closing Date of Stoll, Keenon & Park LLP.

“Transaction Costs” shall mean the following:

- (i) [reserved];
- (ii) the reasonable fees and expenses of Hunton & Williams, special New York counsel to the Owner Participant, for their services rendered in connection with the negotiation, execution and delivery of the Summary of Terms, the Participation Agreement and the other Operative Documents;
- (iii) the reasonable fees and expenses of Long, Aldridge & Norman LLP and Orrick, Herrington & Sutcliffe LLP, special counsels for Big Rivers, and Sullivan, Mountjoy, Stainback & Miller, P.S.C., general counsel to Big Rivers, for their services rendered in connection with the negotiation, execution and delivery of the Summary of Terms, Participation Agreement and the other Operative Documents;
- (iv) the reasonable fees and expenses of Shipman & Goodwin LLP, special counsel for the Trust Company, for their services rendered in connection with the negotiation, execution and delivery of the Participation Agreement and the other Operative Documents;
- (v) the reasonable fees and expenses of Stites & Harbison and Stoll, Keenon & Park, LLP, special Kentucky tax counsel and special Kentucky counsel, respectively, for the Owner Participant, for their services rendered in connection with their review of the Operative Documents (including preparation of the Title Report by Stoll, Keenon & Parks LLP);
- (vi) the reasonable fees and expenses of Wyatt, Tarrant & Combs, special Kentucky counsel for the Series A Lender, Ambac, the Beneficial Interest Purchaser and the Payment Undertaker, for their services rendered in connection with their review of the Participation Agreement and the other Operative Documents;
- (vii) the reasonable fees and expenses of Steptoe & Johnson LLP, special counsel for the Series B Lender, for their services rendered in connection with the negotiation, execution and delivery of the Participation Agreement and the other Operative Documents;
- (viii) the reasonable fees and expenses of Cadwalader, Wickersham & Taft, special counsel for the Series A Lender, Ambac, the Beneficial Interest Purchaser and the Payment Undertaker, for their services rendered in connection with the negotiation, execution and delivery of the Summary of Terms, the Participation Agreement and the other Operative Documents;

(ix) the initial fees and expenses of the Owner Trust and the OP Trust in connection with the execution and delivery of the Participation Agreement and the other Operative Documents to which the Owner Trust or the OP Trust is or will be a party;

(x) the fees of the Engineer, for its services rendered in connection with delivering the Engineering Report required by Section 4.12 of the Participation Agreement;

(xi) the fees of the Appraiser, for its services rendered in connection with delivering the Appraisal required by Section 4.14 of the Participation Agreement;

(xii) the fees and expenses of the Advisor to Big Rivers and Wheeler Peak Consulting, for their services rendered in connection with the transactions contemplated by the Participation Agreement;

(xiii) the Payment Agreement Fee payable to the Payment Undertaker equal to \$292,018.63;

(xiv) the fee paid to Beneficial Interest Purchaser in consideration for the Qualifying Swap;

(xv) the fees of the Environmental Consultant for its report delivered pursuant to Section 4.12 of the Participation Agreement;

(xvi) the out-of-pocket expenses of the Owner Participant (including computer time procurement) up to a maximum amount equal to the product of (a) \$30,000 and (b) the fraction obtained by dividing the Facility Lessor's Percentage by the sum of (1) the "Facility Lessor's Percentage" of each Other Facility Lessor and (2) the Facility Lessor's Percentage;

(xvii) the loan origination fee paid to the Series B Lender;

(xviii) surveyors fees for the survey of the Site and the Easement Site required by Section 4.13 of the Participation Agreement;

(xix) the fees of Citibank in connection with its services under the Participation Agreement;

(xx) the reasonable fees and expenses of the LG&E Entities (including the reasonable fees and expenses of Greenebaum, Doll & McDonald PLLC, special counsel to the LG&E Entities, for their services rendered in connection with the review of the Summary of Terms and the Operative Documents); and

(xxi) the reasonable fees and expenses of James McIlwain, engineering consultant to Big Rivers, for his services in connection with the transactions contemplated by the Operative Documents.

(xxii) the fee paid to Ambac in consideration for the Series B Loan FGIP;

(xxiii) the reasonable out-of-pocket fees and expenses of the Funding Agreement Issuer in connection with negotiation, execution and delivery of the Funding Agreement and the Funding Agreement Pledge (including the reasonable fees and expenses of White & Case, LLP as counsel to the Funding Agreement Issuer);

(xxiv) the reasonable fees and expenses incurred by Big Rivers to obtain a private credit rating of Big Rivers' obligations under the Big Rivers Swap (including the fees and expenses of Goldman, Sachs & Co., Moody's and S&P);

(xxv) the reasonable out-of-pocket expenses of RUS in connection with obtaining RUS consent to the Overall Transaction (including the reasonable fees and expenses of Patton Boggs LLP in connection with its review of the Summary of Terms and the Operative Documents);

(xxvi) the reasonable out-of-pocket expenses of CFC in connection with its review of the Overall Transaction (including the reasonable fees and expenses of its counsel for their services rendered in connection with its review of the Operative Documents); and

(xxvii) the fees of the agent for service of process appointed to act for the Owner Trust and OP Trust in Kentucky.

Notwithstanding the foregoing, Transaction Costs shall not include internal costs and expenses such as salaries and overhead of whatsoever kind or nature nor costs incurred by the parties to the Participation Agreement pursuant to arrangements with third parties for services (other than those expressly referred to above or listed on Schedule 1 to the Participation Agreement), such as computer time procurement (other than out-of-pocket expenses of the Owner Participant referred to above), financial analysis and consulting, advisory services, and costs of a similar nature.

"Transaction Documents" shall mean the Operative Documents, the First Mortgage, and any other documents, agreements, certificates or other arrangements contemplated thereby.

"Transaction Party" shall mean, individually or collectively as the context shall require, all or any of the parties to the Operative Documents.

"Transferee" shall have the meaning specified in Section 5.1(a) of the Participation Agreement.

"Treasury Regulations" shall mean regulations, including temporary or proposed regulations, issued, published or promulgated under the Internal Revenue Code.

"Trust Agreement" shall mean the Trust Agreement (FBR-1), dated as of April 1, 2000, among the OP Trust and the Trustee, in substantially the form of Exhibit A to the Participation Agreement.

"Trust Company" shall mean State Street Bank and Trust Company of Connecticut, National Association, in its individual capacity.

"Trust Estate" shall mean all the estate, right, title and interest of the Owner Trust in, to and under the Ground Interest, the Undivided Interest, and the Operative Documents, including all

funds advanced to the Owner Trust by the OP Trust, all installments and other payments of Basic Rent, Supplemental Rent and Termination Value under the Facility Lease, condemnation awards, purchase price, sale proceeds, insurance proceeds and all other proceeds, rights and interests of any kind for or with respect to the estate, right, title and interest of the Owner Trust in, to and under the Ground Interest, the Undivided Interest, and the Operative Documents and any of the foregoing, but shall not include Excepted Payments or Excepted Rights.

“Trustee” shall mean State Street Bank and Trust Company of Connecticut, National Association, not in its individual capacity, but solely as Trustee under the Trust Agreement, and each other Person which may from time to time be acting as Trustee in accordance with the provisions of the Trust Agreement.

“Uncontrollable Forces” shall have the meaning set forth in Section 8.2 of the Operating Agreement.

“Undivided Interest” shall mean an undivided interest equal to the Facility Lessor’s Percentage in the assets constituting the Facility more particularly described in Exhibits A-1 and A-2 to the Head Lease, including the right as tenant-in-common with the Other Facility Lessors and other lessees under the Other Lease Transactions, in all cases to nonexclusive possession of the Facility.

“Undivided Interest Cost” shall mean \$120,172,275.50.

“Uniform Commercial Code” or “UCC” shall mean the Uniform Commercial Code as in effect in the applicable jurisdiction.

“United States” shall mean the United States of America.

“U.S. Tax Assumptions” shall have the meaning set forth in Section 2 of the Tax Indemnity Agreement.

“Wilson Unit” shall mean Plant Wilson.

“WKEC” shall mean Western Kentucky Energy Corp., a Kentucky corporation.

“WKEC Lease” shall mean the Lease and Operating Agreement, dated July 15, 1998, between WKEC and Big Rivers.

“Year” shall have the meaning specified in the LEM Power Purchase Agreement.

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EXHIBIT A
to
Facility Lease

DESCRIPTION OF THE FACILITY

Description of the Facility is as set forth in Exhibits A-1 and A-2 to the Head Lease.

EXHIBIT B-1
to
Facility Lease

FORM OF FACILITY LESSOR'S
NOTICE OF NON-PAYMENT OF RENT

[Date]

Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Attention: President and Chief Executive Officer

Re: Facility Lease (FBR-1), dated as of
April 1, 2000
Notice of Non-payment of Rent

Dear _____:

FBR-1 Statutory Trust, acting by and through its Trustee, State Street Bank and Trust Company of Connecticut, National Association, as Facility Lessor under the Facility Lease referred to above (capitalized terms used in this Notice and not otherwise defined having the meanings given them in the Facility Lease), hereby gives Big Rivers Electric Corporation, as Facility Lessee, notice pursuant to Section 3.7 of the Facility Lease that the payment of [Basic Rent] [Termination Value] [Purchase Option Price] due on [_____] was not paid when due.

Very truly yours,

FBR-1 STATUTORY TRUST
acting by and through State Street Bank and Trust
Company of Connecticut, National Association, not
in its individual capacity, but solely as Trustee

cc: AME Investments, LLC
Rural Utilities Service

EXHIBIT B-2
to
Facility Lease

FORM OF FACILITY LESSEE'S REQUEST TO FACILITY LESSOR TO PURSUE
REMEDIES AGAINST PAYMENT UNDERTAKER

[Date]

FBR-1 Statutory Trust
acting by and through
State Street Bank and Trust Company of Connecticut, National Association,
not in its individual capacity
but solely as Trustee

Re: Facility Lease (FBR-1), dated as of
April 1, 2000
Instruction to Pursue Due Diligence Against Payment Undertaker

Dear [_____]:

We are in receipt of your notice dated [_____] in respect of the non-payment of [Basic Rent] [Termination Value] [installment of Purchase Option Price] on [_____] under the Facility Lease referred to above (capitalized terms used in this Instruction and not otherwise defined having the meanings given them in the Facility Lease). Pursuant to Section 3.7 of the Facility Lease, the Facility Lessee hereby instructs you, as Facility Lessor, to pursue due diligence to collect such amounts in respect of unpaid Rent from the Payment Undertaker prior to pursuing the Facility Lessee for payment of such amounts under the Facility Lease (including the exercise of any remedy under Section 17 of the Facility Lease) or any other Operative Document.

Very truly yours,

BIG RIVERS ELECTRIC CORPORATION
as Facility Lessee

cc: AME Investments, LLC
The Administrator of the Rural Utilities Service

EXH. B-2-1

EXHIBIT C
to
Facility Lease

DESCRIPTION OF SITE

AREA NO. 1

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-60) located in the north right of way of Kentucky Highway No. 85 and the southwest property corner of Peabody Coal Company, Deed Book 265, Page 418, THENCE with the north right of way line of Kentucky Highway 85 North 81 Degrees 31 Minutes 38 Seconds West, 2849.52 feet to a point in the lease line; THENCE with the lease line with the following courses:

North 45 Degrees 20 Minutes 09 Seconds East, 146.91 feet to a point; THENCE
North 06 Degrees 22 Minutes 18 Seconds East, 3.76 feet to a point; THENCE
North 06 Degrees 22 Minutes 10 Seconds East, 22.32 feet to a point; THENCE
North 04 Degrees 11 Minutes 48 Seconds East, 16.21 feet to a point; THENCE
North 02 Degrees 05 Minutes 05 Seconds East, 16.41 feet to a point; THENCE
North 02 Degrees 07 Minutes 12 Seconds East, 12.57 feet to a point; THENCE
North 02 Degrees 07 Minutes 00 Seconds East, 12.56 feet to a point; THENCE
North 02 Degrees 05 Minutes 41 Seconds East, 19.89 feet to a point; THENCE
North 02 Degrees 05 Minutes 44 Seconds East, 19.99 feet to a point; THENCE
North 03 Degrees 14 Minutes 43 Seconds East, 20.81 feet to a point; THENCE
North 05 Degrees 09 Minutes 38 Seconds East, 20.83 feet to a point; THENCE
North 06 Degrees 29 Minutes 14 Seconds East, 17.91 feet to a point; THENCE
North 07 Degrees 41 Minutes 14 Seconds East, 17.86 feet to a point; THENCE
North 08 Degrees 26 Minutes 18 Seconds East, 1052.72 feet to a point; THENCE
North 08 Degrees 32 Minutes 16 Seconds East, 1052.62 feet to a point; THENCE
North 08 Degrees 42 Minutes 54 Seconds East, 63.21 feet to a point; THENCE
North 08 Degrees 59 Minutes 03 Seconds East, 63.48 feet to a point; THENCE
North 12 Degrees 10 Minutes 52 Seconds East, 57.23 feet to a point; THENCE
North 17 Degrees 08 Minutes 51 Seconds East, 43.18 feet to a point; THENCE
North 21 Degrees 31 Minutes 45 Seconds East, 64.79 feet to a point; THENCE
North 25 Degrees 32 Minutes 54 Seconds East, 65.84 feet to a point; THENCE
North 30 Degrees 13 Minutes 37 Seconds East, 61.68 feet to a point; THENCE
North 35 Degrees 30 Minutes 31 Seconds East, 45.73 feet to a point; THENCE
North 40 Degrees 28 Minutes 42 Seconds East, 68.24 feet to a point; THENCE
North 45 Degrees 16 Minutes 44 Seconds East, 69.75 feet to a point; THENCE
North 49 Degrees 10 Minutes 06 Seconds East, 49.49 feet to a point; THENCE
North 52 Degrees 54 Minutes 20 Seconds East, 36.43 feet to a point; THENCE

North 57 Degrees 06 Minutes 43 Seconds East, 54.28 feet to a point; THENCE
North 62 Degrees 03 Minutes 57 Seconds East, 55.72 feet to a point; THENCE
North 65 Degrees 50 Minutes 35 Seconds East, 67.01 feet to a point; THENCE
North 69 Degrees 18 Minutes 23 Seconds East, 49.54 feet to a point; THENCE
North 72 Degrees 49 Minutes 58 Seconds East, 36.96 feet to a point; THENCE
North 77 Degrees 33 Minutes 35 Seconds East, 54.84 feet to a point; THENCE
North 84 Degrees 23 Minutes 42 Seconds East, 54.79 feet to a point; THENCE
North 89 Degrees 19 Minutes 12 Seconds East, 62.20 feet to a point; THENCE
South 87 Degrees 39 Minutes 16 Seconds East, 93.19 feet to a point; THENCE
South 83 Degrees 33 Minutes 14 Seconds East, 93.06 feet to a point; THENCE
South 81 Degrees 29 Minutes 39 Seconds East, 318.70 feet to a point; THENCE
North 70 Degrees 22 Minutes 09 Seconds East, 900.97 feet to a point; THENCE
South 77 Degrees 19 Minutes 31 Seconds East, 335.87 feet to a point in the northwest property
corner of Peabody Coal, Deed Book 265, Page 418; THENCE with the west property line of
Peabody Coal Company the following courses:
South 56 Degrees 14 Minutes 49 Seconds East, 379.49 feet to a point; THENCE
South 37 Degrees 57 Minutes 54 Seconds East, 263.04 feet to a point; THENCE
South 12 Degrees 25 Minutes 21 Seconds East, 174.28 feet to a point; THENCE
South 05 Degrees 12 Minutes 21 Seconds West, 313.38 feet to a point; THENCE
South 08 Degrees 21 Minutes 32 Seconds West, 493.65 feet to a point; THENCE
South 13 Degrees 50 Minutes 47 Seconds West, 315.70 feet to a point; THENCE
North 81 Degrees 30 Minutes 59 Seconds West, 51.99 feet to a point; THENCE
South 08 Degrees 28 Minutes 25 Seconds West, 2025.00 feet to a point to the POINT OF
BEGINNING and CONTAINING 216.95 acres (more or less).

AREA NO. 2

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the south
right of way of Kentucky Highway No. 85 and the west margin of Cave Hill Road, THENCE
North 81 degrees 31 minutes 38 seconds West, 187.07 feet to the true POINT OF BEGINNING,
THENCE leaving said right of way South 08 degrees 06 minutes 49 seconds West 2579.94 feet
to a point; THENCE North 81 degrees 29 minutes 39 seconds West 824.24 feet to a point;
THENCE North 54 degrees 06 minutes 36 seconds West 711.82 feet to a point; THENCE North
06 degrees 10 minutes 36 seconds East 572.65 feet to a point; THENCE South 81 degrees 54
minutes 58 seconds East 122.40 feet to a point; THENCE North 08 degrees 30 minutes 55
seconds East 1046.68 feet to a point; THENCE South 79 degrees 47 minutes 20 seconds East
43.36 feet to a point; THENCE North 08 degrees 28 minutes 44 seconds East 568.72 feet to a
point; THENCE North 28 degrees 51 minutes 37 seconds West, 156.63 feet to a point in the
north right of way of Kentucky Highway No. 85; THENCE with said highway right of way
South 81 degrees 31 minutes 38 seconds East, 62.88 feet to a point; THENCE leaving north
highway right of way South 28 degrees 51 minutes 37 seconds East, 75.46 feet to a point in the
south right of way of Kentucky Highway No. 85; THENCE with said right of way South 81
degrees 31 minutes 38 seconds East, 186.08 feet to a point; THENCE leaving the south right of
way line N 11 degrees 37 minutes 19 seconds West, 63.89 feet to a point in the north right of

way line; THENCE with the north right of way line South 81 degrees 31 minutes 38 seconds East, 53.24 feet to a point; THENCE leaving the north right of way line South 11 degrees 37 minutes 18 seconds East, 63.89 feet to a point in the south right of way line; THENCE with the south right of way line South 81 degrees 31 minutes 38 seconds East, 22.03 feet to a point; THENCE leaving the south right of way line North 08 degrees 30 minutes 58 seconds East, 60.00 feet to a point in the north right of way line; THENCE with the north right of way line South 81 degrees 31 minutes 38 seconds East, 50.00 feet to a point; THENCE leaving the north right of way line South 08 degrees 30 minutes 58 seconds West, 60.00 feet to a point in the south right of way line; THENCE with said south right of way South 81 degrees 31 minutes 38 seconds East 971.30 feet to the POINT OF BEGINNING and CONTAINING 79.30 acres (more or less).

AREA NO. 3

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the south right of way of Kentucky Highway No. 85 and the west margin of Cave Hill Road, THENCE with the south margin of Kentucky Highway No. 85 right of way, North 81 degrees 31 minutes 38 seconds West, 187.07 feet to a point in said road right of way; THENCE with the east boundary of Lease Area No. 2 South 8 degrees 06 minutes 49 seconds West, 2579.94 feet to the true POINT OF BEGINNING; THENCE South 08 degrees 13 minutes 04 seconds West, 916.48 feet to a point; THENCE North 80 degrees 39 minutes 41 seconds West, 28.56 feet to a point; THENCE South 49 degrees 10 minutes 23 seconds West, 52.44 feet to a point; THENCE South 56 degrees 46 minutes 31 seconds West, 102.40 feet to a point; THENCE South 59 degrees 14 minutes 52 seconds West, 107.31 feet to a point; THENCE South 61 degrees 12 minutes 33 seconds West, 113.74 feet to a point; THENCE South 83 degrees 28 minutes 23 seconds West, 73.68 feet to a point; THENCE North 87 degrees 55 minutes 42 seconds West, 87.77 feet to a point; THENCE South 86 degrees 49 minutes 56 seconds West, 174.63 feet to a point; THENCE North 82 degrees 02 minutes 29 seconds West, 571.03 feet to a point; THENCE North 77 degrees 39 minutes 00 seconds West, 170.86 feet to a point; THENCE North 65 degrees 11 minutes 23 seconds West, 164.57 feet to a point; THENCE North 56 degrees 26 minutes 30 seconds West, 150.13 feet to a point; THENCE North 46 degrees 07 minutes 29 seconds West, 144.11 feet to a point; THENCE North 37 degrees 34 minutes 28 seconds West, 1278.51 feet to a point; THENCE North 51 degrees 00 minutes 40 seconds West, 2293.32 feet to a point; THENCE North 15 degrees 29 minutes 22 seconds East, 1231.81 feet to a point; THENCE South 88 degrees 30 minutes 46 seconds East, 112.47 feet to a point; THENCE South 13 degrees 56 minutes 14 seconds West, 1161.99 feet to a point; THENCE South 50 degrees 45 minutes 09 seconds East, 2007.78 feet to a point; THENCE North 78 degrees 11 minutes 16 seconds East, 124.78 feet to a point; THENCE South 66 degrees 20 minutes 19 seconds East, 500.42 feet to a point; THENCE North 47 degrees 25 minutes 02 seconds East, 471.41 feet to a point; THENCE South 39 degrees 00 minutes 38 seconds East, 438.62 feet to a point; THENCE South 52 degrees 36 minutes 13 seconds West, 530.57 feet to a point; THENCE South 35 degrees 57 minutes 12 seconds East, 673.09 feet to a point; THENCE South 61 degrees 31 minutes 44 seconds East, 169.02 feet to a point; THENCE South 80 degrees 27 minutes 43 seconds East, 977.71 feet to a point; THENCE North 53 degrees 35 minutes 38 seconds East, 274.10 feet to a point; THENCE

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North 08 degrees 57 minutes 07 seconds East, 682.57 feet to a point; THENCE South 81 degrees 29 minutes 40 seconds East, 152.99 feet to the POINT OF BEGINNING and CONTAINING 43.51 acres (more or less).

AREA NO. 4

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the west right of way of Cave Hill Road and being the southeast property corner of the Big Rivers Corporation property; THENCE with the south property line of the Big Rivers Corporation, North 81 degrees, 28 minutes 06 seconds West, 375.01 feet to the true POINT OF BEGINNING, THENCE North 81 degrees 27 minutes 56 seconds West, 20.00 feet to a point; THENCE North 08 degrees 18 minutes 14 seconds East, 16.84 feet to a point; THENCE North 08 degrees 09 minutes 43 seconds East, 22.59 feet to a point; THENCE North 08 degrees 28 minutes 28 seconds East, 102.88 feet to a point; THENCE North 08 degrees 32 minutes 13 seconds East, 102.69 feet to a point; THENCE North 06 degrees 48 minutes 35 seconds East, 38.42 feet to a point; THENCE North 02 degrees 46 minutes 15 seconds East, 67.42 feet to a point; THENCE North 01 degrees 18 minutes 11 seconds West, 50.57 feet to a point; THENCE North 05 degrees 06 minutes 34 seconds West, 76.53 feet to a point; THENCE North 09 degrees 00 minutes 16 seconds West, 76.74 feet to a point; THENCE North 14 degrees 12 minutes 45 seconds West, 53.17 feet to a point; THENCE North 20 degrees 05 minutes 48 seconds West, 39.30 feet to a point; THENCE North 25 degrees 44 minutes 01 seconds West, 59.92 feet to a point; THENCE North 31 degrees 26 minutes 54 seconds West, 61.52 feet to a point; THENCE North 35 degrees 29 minutes 43 seconds West, 59.38 feet to a point; THENCE North 38 degrees 41 minutes 51 seconds West, 43.32 feet to a point; THENCE North 42 degrees 37 minutes 04 seconds West, 64.56 feet to a point; THENCE North 47 degrees 41 minutes 40 seconds West, 65.39 feet to a point; THENCE North 52 degrees 47 minutes 20 seconds West, 34.12 feet to a point; THENCE North 86 degrees 49 minutes 56 seconds East, 54.06 feet to a point; THENCE South 47 degrees 38 minutes 11 seconds East, 63.57 feet to a point; THENCE South 42 degrees 42 minutes 46 seconds East, 67.75 feet to a point; THENCE South 38 degrees 50 minutes 13 seconds East, 45.66 feet to a point; THENCE South 35 degrees 36 minutes 22 seconds East, 62.19 feet to a point; THENCE South 31 degrees 08 minutes 12 seconds East, 64.08 feet to a point; THENCE South 25 degrees 09 minutes 29 seconds East, 62.65 feet to a point; THENCE South 19 degrees 56 minutes 00 seconds East, 41.79 feet to a point; THENCE South 15 degrees 01 minutes 10 seconds East, 55.84 feet to a point; THENCE South 10 degrees 19 minutes 17 seconds East, 81.28 feet to a point; THENCE South 05 degrees 47 minutes 57 seconds East, 81.07 feet to a point; THENCE South 01 degrees 13 minutes 40 seconds East, 54.05 feet to a point; THENCE South 03 degrees 49 minutes 22 seconds West, 71.40 feet to a point; THENCE South 08 degrees 57 minutes 19 seconds West, 40.86 feet to a point; THENCE South 11 degrees 36 minutes 59 seconds West, 31.93 feet to a point; THENCE South 13 degrees 33 minutes 33 seconds West, 31.92 feet to a point; THENCE South 15 degrees 23 minutes 15 seconds West, 29.16 feet to a point; THENCE South 15 degrees 00 minutes 12 seconds West, 28.88 feet to a point; THENCE South 13 degrees 55 minutes 48 seconds West, 23.30 feet to a point; THENCE South 12 degrees 16 minutes 34 seconds West, 43.45 feet to a point; THENCE South 08 degrees 18 minutes 24

seconds West, 52.98 feet to the POINT OF BEGINNING and CONTAINING 0.81 acres (more or less).

AREA NO. 5

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the south right of way of Kentucky Highway No. 85 and the west margin of Cave Hill Road, THENCE with the south right of way of Kentucky Highway No. 85 North 81 degrees 31 minutes 38 seconds West, 2629.49 feet to the true POINT OF BEGINNING, THENCE leaving said highway right of way South 59 degrees 41 minutes 44 seconds West, 123.22 feet to a point; THENCE South 49 degrees 08 minutes 50 seconds West, 150.24 feet to a point; THENCE South 33 degrees 29 minutes 23 seconds West, 196.47 feet to a point; THENCE South 16 degrees 24 minutes 56 seconds West, 222.23 feet to a point; THENCE South 08 degrees 29 minutes 57 seconds West, 204.80 feet to a point; THENCE South 08 degrees 27 minutes 12 seconds West, 1338.81 feet to a point; THENCE South 09 degrees 11 minutes 35 seconds West, 50.00 feet to a point; THENCE South 05 degrees 16 minutes 31 seconds West, 50.00 feet to a point; THENCE South 01 degrees 21 minutes 25 seconds West, 50.00 feet to a point; THENCE South 02 degrees 33 minutes 48 seconds East, 50.00 feet to a point; THENCE South 06 degrees 29 minutes 35 seconds East, 50.00 feet to a point; THENCE South 10 degrees 23 minutes 40 seconds East, 50.00 feet to a point; THENCE South 13 degrees 48 minutes 52 seconds East, 37.28 feet to a point; THENCE South 78 degrees 11 minutes 17 seconds West, 37.00 feet to a point; THENCE North 13 degrees 20 minutes 06 seconds West, 50.42 feet to a point; THENCE North 09 degrees 35 minutes 00 seconds West, 50.00 feet to a point; THENCE North 05 degrees 49 minutes 03 seconds West, 50.00 feet to a point; THENCE North 02 degrees 03 minutes 15 seconds West, 50.00 feet to a point; THENCE North 01 degrees 41 minutes 17 seconds East, 50.00 feet to a point; THENCE North 05 degrees 26 minutes 31 seconds East, 50.00 feet to a point; THENCE North 09 degrees 11 minutes 22 seconds East, 50.00 feet to a point; THENCE North 08 degrees 30 minutes 25 seconds East, 2193.09 feet to a point; THENCE South 81 degrees 31 minutes 38 seconds East, 20.00 feet to a point; THENCE South 08 degrees 30 minutes 25 seconds West, 60.00 feet to a point in the south right of way of Kentucky Highway No. 85, THENCE with said highway right of way South 81 degrees 31 minutes 38 seconds East, 272.12 feet to a point; THENCE leaving said highway right of way North 61 degrees 18 minutes 27 seconds East, 89.33 feet to a point; THENCE North 74 degrees 19 minutes 31 seconds East, 14.74 feet to a point in the north right of way of Kentucky Highway No. 85; THENCE with said highway right of way South 81 degrees 31 minutes 38 seconds East, 72.93 feet to a point; THENCE leaving said highway right of way South 74 degrees 16 minutes 38 seconds West, 31.09 feet to a point; THENCE South 68 degrees 03 minutes 13 seconds West, 81.53 feet to a point; THENCE South 60 degrees 39 minutes 54 seconds West, 9.74 feet to the POINT OF BEGINNING and CONTAINING 3.44 Acres (more or less).

AREA NO. 6

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the south right of way of Kentucky Highway No. 85 and the west margin of Cave Hill Road North 81 degrees 31 minutes 38 seconds West, 2,349.39 feet to the true POINT OF BEGINNING, THENCE leaving said highway right of way South 37 degrees 42 minutes 20 seconds West, 28.54 feet to a point, THENCE South 12 degrees 43 minutes 35 seconds West, 49.87 feet to a point, THENCE South 81 degrees 45 minutes 26 seconds East, 39.74 feet to a point, THENCE South 08 degrees 37 minutes 53 seconds West, 232.78 feet to a point, THENCE North 82 degrees 05 minutes 51 seconds West, 226.95 feet to a point, THENCE North 02 degrees 56 minutes 39 seconds East, 235.15 feet to a point, THENCE South 81 degrees 44 minutes 02 seconds East, 169.75 feet to a point, THENCE North 02 degrees 34 minutes 47 seconds East, 47.03 feet to a point, THENCE North 34 degrees 55 minutes 48 seconds West, 25.68 feet to a point, THENCE North 66 degrees 53 minutes 13 seconds West, 37.28 feet to a point in the south right of way of Kentucky Highway No. 85, THENCE with said highway right of way South 81 degrees 31 minutes 38 seconds East, 116.91 feet to the POINT OF BEGINNING and CONTAINING 1.37 Acres (more or less).

AREA NO. 7

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-60) located in the north right of way of Kentucky Highway No. 85 and in the southwest property corner of Peabody Coal Company (Deed Book 265, Page 418), THENCE with the north margin of Kentucky Highway No. 85 right of way, North 81 degrees 31 minutes 38 seconds West, 2849.52 feet to a point in said road right of way, THENCE leaving the said highway right of way and with the west Lease Line of Area 1 with the following courses:
North 45 degrees 20 minutes 09 seconds East, 146.91 feet to a point; THENCE
North 6 degrees 22 minutes 18 seconds East, 3.76 feet to a point; THENCE
North 6 degrees 22 minutes 10 seconds East, 22.32 feet to a point; THENCE
North 4 degrees 11 minutes 48 seconds East, 16.21 feet to a point; THENCE
North 2 degrees 05 minutes 05 seconds East, 16.41 feet to a point; THENCE
North 2 degrees 07 minutes 12 seconds East, 12.57 feet to a point; THENCE
North 2 degrees 07 minutes 00 seconds East, 12.56 feet to a point; THENCE
North 2 degrees 05 minutes 41 seconds East, 11.34 feet to the true
POINT OF BEGINNING; THENCE with the South Lease Line of Area 7 with the following
courses: North 72 degrees 27 minutes 58 seconds West, 37.35 feet to a point; THENCE
North 61 degrees 28 minutes 14 seconds West, 137.20 feet to a point; THENCE
North 62 degrees 16 minutes 31 seconds West, 77.42 feet to a point; THENCE
North 65 degrees 58 minutes 41 seconds West, 77.95 feet to a point; THENCE
North 74 degrees 26 minutes 20 seconds West, 69.17 feet to a point; THENCE
North 82 degrees 53 minutes 41 seconds West, 72.74 feet to a point; THENCE

North 88 degrees 23 minutes 49 seconds West, 111.99 feet to a point; THENCE
North 88 degrees 17 minutes 39 seconds West, 75.21 feet to a point; THENCE
North 80 degrees 41 minutes 31 seconds West, 85.66 feet to a point; THENCE
North 74 degrees 43 minutes 12 seconds West, 188.66 feet to a point; THENCE
North 78 degrees 05 minutes 54 seconds West, 126.76 feet to a point; THENCE
North 80 degrees 30 minutes 48 seconds West, 104.10 feet to a point; THENCE
North 83 degrees 44 minutes 04 seconds West, 106.48 feet to a point; THENCE
North 84 degrees 42 minutes 26 seconds West, 130.24 feet to a point; THENCE
North 85 degrees 25 minutes 13 seconds West, 132.99 feet to a point; THENCE
North 87 degrees 21 minutes 26 seconds West, 122.38 feet to a point; THENCE
North 88 degrees 03 minutes 31 seconds West, 110.96 feet to a point; THENCE
North 84 degrees 03 minutes 57 seconds West, 113.41 feet to a point; THENCE
North 81 degrees 06 minutes 48 seconds West, 175.56 feet to a point; THENCE
North 83 degrees 01 minutes 36 seconds West, 83.63 feet to a point; THENCE
North 89 degrees 14 minutes 07 seconds West, 70.74 feet to a point; THENCE
South 85 degrees 44 minutes 14 seconds West, 67.05 feet to a point; THENCE
South 83 degrees 13 minutes 59 seconds West, 109.49 feet to a point; THENCE
South 84 degrees 35 minutes 57 seconds West, 75.45 feet to a point; THENCE
South 89 degrees 37 minutes 52 seconds West, 70.82 feet to a point; THENCE
North 87 degrees 19 minutes 12 seconds West, 176.49 feet to a point; THENCE
South 87 degrees 55 minutes 22 seconds West, 54.27 feet to a point; THENCE
South 79 degrees 54 minutes 34 seconds West, 44.99 feet to a point; THENCE
South 67 degrees 01 minutes 49 seconds West, 47.68 feet to a point; THENCE
South 46 degrees 23 minutes 52 seconds West, 57.68 feet to a point; THENCE
South 34 degrees 48 minutes 00 seconds West, 53.58 feet to a point; THENCE
South 40 degrees 08 minutes 26 seconds West, 69.71 feet to a point; THENCE
South 51 degrees 50 minutes 23 seconds West, 82.79 feet to a point; THENCE
South 63 degrees 53 minutes 37 seconds West, 80.24 feet to a point; THENCE
South 80 degrees 50 minutes 58 seconds West, 76.29 feet to a point; THENCE
North 73 degrees 58 minutes 47 seconds West, 72.01 feet to a point; THENCE
North 60 degrees 14 minutes 56 seconds West, 69.20 feet to a point; THENCE
North 54 degrees 32 minutes 53 seconds West, 59.69 feet to a point; THENCE
North 37 degrees 01 minutes 34 seconds West, 62.64 feet to a point; THENCE
North 29 degrees 21 minutes 30 seconds West, 65.17 feet to a point; THENCE
North 28 degrees 22 minutes 39 seconds West, 577.79 feet to a point; THENCE
North 29 degrees 46 minutes 13 seconds West, 105.31 feet to a point; THENCE
North 30 degrees 06 minutes 23 seconds West, 87.89 feet to a point; THENCE
North 33 degrees 20 minutes 35 seconds West, 102.13 feet to a point; THENCE
North 37 degrees 49 minutes 39 seconds West, 132.35 feet to a point; THENCE
North 42 degrees 26 minutes 05 seconds West, 128.30 feet to a point; THENCE
North 48 degrees 38 minutes 25 seconds West, 134.42 feet to a point; THENCE
North 53 degrees 59 minutes 01 seconds West, 123.20 feet to a point; THENCE
North 58 degrees 25 minutes 40 seconds West, 109.74 feet to a point; THENCE
North 63 degrees 27 minutes 22 seconds West, 129.81 feet to a point; THENCE
North 68 degrees 05 minutes 38 seconds West, 125.05 feet to a point; THENCE
North 73 degrees 31 minutes 58 seconds West, 115.25 feet to a point; THENCE

North 77 degrees 39 minutes 26 seconds West, 93.92 feet to a point; THENCE
North 81 degrees 17 minutes 26 seconds West, 87.03 feet to a point; THENCE
North 84 degrees 08 minutes 38 seconds West, 110.59 feet to a point; THENCE
North 85 degrees 45 minutes 31 seconds West, 242.87 feet to a point; THENCE
South 47 degrees 25 minutes 24 seconds West, 7.29 feet to a point; THENCE
South 00 degrees 36 minutes 55 seconds East, 30.54 feet to a point; THENCE
South 07 degrees 05 minutes 20 seconds East, 72.60 feet to a point; THENCE
South 05 degrees 33 minutes 13 seconds East, 87.45 feet to a point; THENCE
South 02 degrees 47 minutes 40 seconds East, 761.61 feet to a point; THENCE
South 00 degrees 23 minutes 03 seconds East, 118.72 feet to a point; THENCE
South 02 degrees 27 minutes 41 seconds West, 81.71 feet to a point; THENCE
South 04 degrees 55 minutes 31 seconds West, 86.62 feet to a point; THENCE
South 05 degrees 34 minutes 14 seconds West, 104.50 feet to a point; THENCE
South 04 degrees 30 minutes 26 seconds West, 80.27 feet to a point; THENCE
South 02 degrees 06 minutes 54 seconds West, 50.70 feet to a point; THENCE
South 00 degrees 33 minutes 40 seconds West, 49.94 feet to a point; THENCE
South 02 degrees 50 minutes 54 seconds East, 57.31 feet to a point; THENCE
South 04 degrees 08 minutes 50 seconds East, 57.95 feet to a point; THENCE
South 05 degrees 47 minutes 47 seconds East, 48.61 feet to a point; THENCE
South 02 degrees 43 minutes 59 seconds East, 50.16 feet to a point; THENCE
South 00 degrees 03 minutes 00 seconds West, 51.66 feet to a point; THENCE
South 01 degrees 53 minutes 57 seconds West, 26.43 feet to a point; THENCE
South 33 degrees 39 minutes 25 seconds East, 18.78 feet to a point; THENCE
South 22 degrees 32 minutes 01 seconds East, 27.91 feet to a point; THENCE
South 64 degrees 10 minutes 14 seconds West, 60.57 feet to a point; THENCE
North 17 degrees 59 minutes 58 seconds West, 16.27 feet to a point; THENCE
North 31 degrees 58 minutes 07 seconds West, 34.89 feet to a point; THENCE
North 42 degrees 44 minutes 05 seconds West, 35.01 feet to a point; THENCE
North 52 degrees 01 minutes 33 seconds West, 34.97 feet to a point; THENCE
North 57 degrees 10 minutes 33 seconds West, 34.94 feet to a point; THENCE
North 63 degrees 41 minutes 53 seconds West, 80.07 feet to a point in the southwest margin of
Lease Area 10; THENCE with the southwest margin of Lease Area 10 North 06 degrees 39
minutes 35 seconds West, 66.22 feet to a point in the north Lease Line of Area 7; THENCE with
the north lease line with the following courses:
South 66 degrees 20 minutes 42 seconds East, 109.15 feet to a point; THENCE
South 58 degrees 47 minutes 12 seconds East, 35.03 feet to a point; THENCE
South 55 degrees 08 minutes 00 seconds East, 34.97 feet to a point; THENCE
South 48 degrees 39 minutes 40 seconds East, 34.96 feet to a point; THENCE
South 41 degrees 33 minutes 33 seconds East, 12.15 feet to a point; THENCE
North 00 degrees 03 minutes 05 seconds East, 46.92 feet to a point; THENCE
North 02 degrees 44 minutes 03 seconds West, 48.89 feet to a point; THENCE
North 05 degrees 47 minutes 51 seconds West, 48.30 feet to a point; THENCE
North 04 degrees 08 minutes 48 seconds West, 58.59 feet to a point; THENCE
North 02 degrees 50 minutes 50 seconds West, 58.34 feet to a point; THENCE
North 00 degrees 33 minutes 37 seconds East, 51.02 feet to a point; THENCE
North 02 degrees 06 minutes 54 seconds East, 51.56 feet to a point; THENCE

North 04 degrees 30 minutes 30 seconds East, 80.64 feet to a point; THENCE
North 02 degrees 50 minutes 11 seconds East, 104.95 feet to a point; THENCE
North 04 degrees 55 minutes 30 seconds East, 85.98 feet to a point; THENCE
North 02 degrees 27 minutes 45 seconds East, 80.32 feet to a point; THENCE
North 00 degrees 23 minutes 02 seconds West, 117.35 feet to a point; THENCE
North 02 degrees 47 minutes 40 seconds West, 760.25 feet to a point; THENCE
North 05 degrees 33 minutes 16 seconds West, 86.32 feet to a point; THENCE
North 07 degrees 05 minutes 20 seconds West, 74.21 feet to a point; THENCE
North 00 degrees 36 minutes 51 seconds East, 32.56 feet to a point; THENCE
North 24 degrees 01 minutes 26 seconds East, 27.81 feet to a point; THENCE
North 70 degrees 50 minutes 05 seconds East, 27.81 feet to a point; THENCE
South 85 degrees 45 minutes 31 seconds East, 243.29 feet to a point; THENCE
South 84 degrees 08 minutes 37 seconds East, 111.76 feet to a point; THENCE
South 81 degrees 17 minutes 29 seconds East, 88.73 feet to a point; THENCE
South 77 degrees 39 minutes 26 seconds East, 95.95 feet to a point; THENCE
South 73 degrees 31 minutes 58 seconds East, 117.75 feet to a point; THENCE
South 68 degrees 05 minutes 37 seconds East, 127.70 feet to a point; THENCE
South 63 degrees 27 minutes 25 seconds East, 132.35 feet to a point; THENCE
South 58 degrees 25 minutes 37 seconds East, 112.22 feet to a point; THENCE
South 53 degrees 59 minutes 02 seconds East, 125.77 feet to a point; THENCE
South 48 degrees 38 minutes 25 seconds East, 137.44 feet to a point; THENCE
South 42 degrees 26 minutes 05 seconds East, 131.14 feet to a point; THENCE
South 37 degrees 49 minutes 40 seconds East, 134.73 feet to a point; THENCE
South 33 degrees 20 minutes 35 seconds East, 104.15 feet to a point; THENCE
South 30 degrees 06 minutes 24 seconds East, 88.82 feet to a point; THENCE
South 29 degrees 46 minutes 20 seconds East, 105.76 feet to a point; THENCE
South 28 degrees 22 minutes 39 seconds East, 577.90 feet to a point; THENCE
South 29 degrees 21 minutes 28 seconds East, 62.90 feet to a point; THENCE
South 37 degrees 01 minutes 36 seconds East, 56.01 feet to a point; THENCE
South 54 degrees 32 minutes 51 seconds East, 53.57 feet to a point; THENCE
South 60 degrees 14 minutes 56 seconds East, 64.09 feet to a point; THENCE
South 73 degrees 58 minutes 50 seconds East, 61.70 feet to a point; THENCE
North 80 degrees 50 minutes 57 seconds East, 65.12 feet to a point; THENCE
North 63 degrees 53 minutes 40 seconds East, 72.60 feet to a point; THENCE
North 51 degrees 50 minutes 21 seconds East, 76.55 feet to a point; THENCE
North 40 degrees 08 minutes 26 seconds East, 65.23 feet to a point; THENCE
North 34 degrees 47 minutes 56 seconds East, 55.23 feet to a point; THENCE
North 46 degrees 23 minutes 58 seconds East, 66.19 feet to a point; THENCE
North 67 degrees 01 minutes 42 seconds East, 56.53 feet to a point; THENCE
North 79 degrees 54 minutes 41 seconds East, 50.48 feet to a point; THENCE
North 87 degrees 55 minutes 27 seconds East, 57.61 feet to a point; THENCE
South 87 degrees 19 minutes 16 seconds East, 176.93 feet to a point; THENCE
North 89 degrees 37 minutes 59 seconds East, 68.70 feet to a point; THENCE
North 84 degrees 35 minutes 58 seconds East, 73.77 feet to a point; THENCE
North 83 degrees 13 minutes 57 seconds East, 109.78 feet to a point; THENCE
North 85 degrees 44 minutes 16 seconds East, 69.02 feet to a point; THENCE

South 89 degrees 14 minutes 11 seconds East, 73.68 feet to a point; THENCE
South 83 degrees 01 minutes 36 seconds East, 85.76 feet to a point; THENCE
South 81 degrees 06 minutes 48 seconds East, 175.28 feet to a point; THENCE
South 84 degrees 03 minutes 54 seconds East, 111.59 feet to a point; THENCE
South 88 degrees 03 minutes 32 seconds East, 110.09 feet to a point; THENCE
South 87 degrees 21 minutes 29 seconds East, 123.07 feet to a point; THENCE
South 85 degrees 25 minutes 12 seconds East, 133.68 feet to a point; THENCE
South 84 degrees 42 minutes 27 seconds East, 130.68 feet to a point; THENCE
South 83 degrees 44 minutes 03 seconds East, 107.58 feet to a point; THENCE
South 80 degrees 30 minutes 43 seconds East, 105.58 feet to a point; THENCE
South 78 degrees 05 minutes 55 seconds East, 128.28 feet to a point; THENCE
South 74 degrees 43 minutes 13 seconds East, 187.98 feet to a point; THENCE
South 80 degrees 41 minutes 33 seconds East, 82.10 feet to a point; THENCE
South 88 degrees 17 minutes 38 seconds East, 73.19 feet to a point; THENCE
South 88 degrees 23 minutes 48 seconds East, 113.40 feet to a point; THENCE
South 82 degrees 53 minutes 42 seconds East, 76.40 feet to a point; THENCE
South 74 degrees 26 minutes 22 seconds East, 73.61 feet to a point; THENCE
South 65 degrees 58 minutes 36 seconds East, 81.14 feet to a point; THENCE
South 62 degrees 16 minutes 32 seconds East, 78.60 feet to a point; THENCE
South 61 degrees 28 minutes 15 seconds East, 134.52 feet to a point; THENCE
South 72 degrees 27 minutes 54 seconds East, 26.17 feet to a point in the west Lease Line of
Area 1; THENCE with the west Lease Line of Area 1, South 02 degrees 05 minutes 37 seconds
West, 31.12 feet to the POINT OF BEGINNING and CONTAINING 5.75 Acres (more or less).

AREA NO. 8

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found S-1) THENCE South 11
degrees 09 minutes 20 seconds East, 1062.89 feet to the true POINT OF BEGINNING;
THENCE South 04 degrees 42 minutes 54 seconds East, 170.26 feet to a point; THENCE South
88 degrees 58 minutes 16 seconds West, 418.58 feet to a point; THENCE North 06 degrees 01
minutes 46 seconds West, 148.35 feet to a point; THENCE North 85 degrees 57 minutes 36
seconds East, 421.14 feet to the POINT OF BEGINNING and CONTAINING 1.53 Acres (more
or less).

AREA NO. 9

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-61) located in the south
right of way of Kentucky Highway No. 85 and the west right of way line of Cave Hill Road;
THENCE with the south right of way line of Kentucky Highway No. 85, North 81 degrees 31

minutes 38 seconds West, 3044.08 feet to the true POINT OF BEGINNING, THENCE leaving said highway right of way South 45 degrees 20 minutes 09 seconds West, 259.98 feet to a point; THENCE North 81 degrees 30 minutes 00 seconds West, 1945.87 feet to a point; THENCE South 79 degrees 14 minutes 04 seconds West, 2797.72 feet to a point; THENCE North 03 degrees 50 minutes 38 seconds West, 2055.57 feet to a point; THENCE South 86 degrees 48 minutes 20 seconds West, 443.01 feet to a point; THENCE North 03 degrees 43 minutes 40 seconds West, 202.05 feet to a point; THENCE North 84 degrees 10 minutes 02 seconds East, 509.25 feet to a point; THENCE South 04 degrees 49 minutes 24 seconds East, 225.58 feet to a point; THENCE South 86 degrees 48 minutes 25 seconds West, 20.23 feet to a point; THENCE South 03 degrees 50 minutes 38 seconds East, 1982.08 feet to a point in the south right of way line of Kentucky Highway No. 85; THENCE with the south right of way line of Kentucky Highway No. 85 with the following courses:

North 85 degrees 31 minutes 07 seconds East, 16.22 feet to a point; THENCE North 81 degrees 12 minutes 35 seconds East, 30.02 feet to a point; THENCE North 80 degrees 38 minutes 53 seconds East, 303.61 feet to a point; THENCE North 79 degrees 57 minutes 36 seconds East, 128.18 feet to a point; THENCE North 78 degrees 09 minutes 15 seconds East, 99.93 feet to a point; THENCE North 77 degrees 18 minutes 10 seconds East, 99.89 feet to a point; THENCE North 76 degrees 39 minutes 24 seconds East, 99.87 feet to a point; THENCE North 76 degrees 07 minutes 58 seconds East, 580.21 feet to a point; THENCE North 75 degrees 53 minutes 58 seconds East, 647.62 feet to a point; THENCE North 75 degrees 09 minutes 07 seconds East, 313.61 feet to a point; THENCE North 75 degrees 52 minutes 47 seconds East, 28.33 feet to a point; THENCE North 76 degrees 41 minutes 08 seconds East, 99.94 feet to a point; THENCE North 78 degrees 10 minutes 57 seconds East, 100.02 feet to a point; THENCE North 80 degrees 42 minutes 04 seconds East, 99.74 feet to a point; THENCE North 83 degrees 37 minutes 10 seconds East, 99.94 feet to a point; THENCE North 86 degrees 13 minutes 15 seconds East, 100.03 feet to a point; THENCE North 89 degrees 07 minutes 04 seconds East, 99.97 feet to a point; THENCE South 88 degrees 46 minutes 32 seconds East, 99.86 feet to a point; THENCE South 85 degrees 58 minutes 00 seconds East, 100.02 feet to a point; THENCE South 84 degrees 06 minutes 50 seconds East, 100.03 feet to a point; THENCE South 81 degrees 45 minutes 02 seconds East, 750.87 feet to a point; THENCE South 81 degrees 06 minutes 32 seconds East, 592.01 feet to a point; THENCE South 81 degrees 31 minutes 38 seconds East, 247.93 feet to a point; THENCE leaving the south right of way of Kentucky Highway No. 85 North 45 degrees 20 minutes 09 seconds East, 74.99 feet to a point in the north right of way of Kentucky Highway No. 85; THENCE with said highway right of way South 81 degrees 31 minutes 38 seconds East, 62.79 feet to a point; THENCE leaving the north right of way line South 45 degrees 20 minutes 09 seconds West, 74.99 feet to the POINT OF BEGINNING and CONTAINING 20.99 Acres (more or less).

AREA NO. 11 (MOORING PODS)

An area located near Matanzas, Ohio County, Kentucky and described as follows:

EXH. C-11

COMMENCING at a concrete monument with a brass plate (found S-1) **THENCE** North 13 degrees 18 minutes 36 seconds West, 528.97 feet to the true **POINT OF BEGINNING**; **THENCE** South 04 degrees 08 minutes 34 seconds East, 219.94 feet; **THENCE** South 03 degrees 59 minutes 21 seconds East, 196.80 feet; **THENCE** South 02 degrees 45 minutes 55 seconds East, 195.84 feet; **THENCE** South 02 degrees 58 minutes 44 seconds East, 194.37 feet; **THENCE** South 03 degrees 46 minutes 15 seconds East, 194.98 feet; **THENCE** South 03 degrees 40 minutes 27 seconds East, 412.56 feet; **THENCE** South 86 degrees 19 minutes 36 seconds West, 60.00 feet; **THENCE** North 03 degrees 40 minutes 27 seconds West, 412.51 feet; **THENCE** North 03 degrees 46 minutes 15 seconds West, 195.34 feet; **THENCE** North 02 degrees 58 minutes 43 seconds West, 194.89 feet; **THENCE** North 02 degrees 45 minutes 56 seconds West, 195.31 feet; **THENCE** North 03 degrees 59 minutes 21 seconds West, 196.08 feet; **THENCE** North 04 degrees 08 minutes 34 seconds West, 219.86 feet; **THENCE** North 85 degrees 51 minutes 28 seconds East, 60.00 feet to the **POINT OF BEGINNING** and **CONTAINING** 1.95 Acres (more or less).

AREA NO. 12 (RAILROAD SPUR)

TOGETHER WITH:

Those parcels of land comprising the connecting railroad spur property being more particularly described as follows:

PEABODY COAL COMPANY-CHINN TRACT (PARCEL 100): Beginning at a point in the north margin of a county road, said point is 138.09 feet left of the Railroad centerline station 166 + 00.01; thence North 8 Degrees 32 Minutes 39 Seconds East 32.91 feet to a point 128.14 feet left of centerline station 168 + 30.29; thence South 82 Degrees 48 Minutes 48 Seconds East 70.52 feet to a point on an arc in the west right-of-way line of the Railroad right-of-way; thence with said arc to the right and 80.00 feet parallel with the railroad centerline having a radius of 1273.57 feet for a distance of 323.05 feet to a point 60.00 feet left of centerline station 169 + 21.91; thence North 6 Degrees 53 Minutes 16 Seconds East 60.64 feet to a point; thence North 8 Degrees 15 Minutes 17 Seconds East 62.66 feet to a point 60.00 feet left of centerline Equation Station 170 + 41.92 Back Equals 184 + 97.24 Ahead; thence with the west right-of-way and 60.00 feet left North 8 Degrees 30 Minutes 00 Seconds East 482.19 feet to a point 60.00 feet left of centerline station 169 + 79.43; thence South 81 Degrees 09 Minutes East 236.48 feet to a point in the east margin of a coal haul road; thence with said coal haul road as follows: South 8 Degrees 04 Minutes 18 Seconds West 261.21 feet, South 4 Degrees 32 Minutes 28 Seconds West 91.36 feet, South 3 Degrees 23 Minutes 49 Seconds West 91.91 feet, South 0 Degrees 14 Minutes 33 Seconds East 92.22 feet, South 6 Degrees 21 Minutes 06 Seconds East 92.21 feet, South 11 Degrees 12 Minutes 53 Seconds East 92.22 feet, South 12 Degrees 58 Minutes 20 Seconds East 92.22 feet, South 14 Degrees 43 Minutes 57 Seconds East 92.37 feet, South 5 Degrees 38 Minutes 59 Seconds West 75.30 feet to a point 246.87 feet right of centerline station 164 + 50.86 and being a point in the North margin of a county road; thence with the north margin of said county road North 81 Degrees 41 Minutes 10 Seconds West 409.95 feet to the point of beginning containing 6.104 acres, more or less.

AND BEING a portion of the same property conveyed to Peabody Coal Company by Annie Lee Chinn, widow, by deed dated July 12, 1976, of record in Deed Book 219, page 723, Ohio County, Kentucky, Court Clerk's office.

ADDINGTON 56 ACRE TRACT (PARCEL 110): Beginning at a point in the west right-of-way line of the Railroad right-of-way, said point is 70.00 feet left of centerline station 56 + 82.91; thence with the west right-of-way line of the Railroad right-of-way North 34 Degrees West 129.17 feet, North 33 Degrees 42 Minutes 29 Seconds West 69.17 feet, North 32 Degrees 17 Minutes 47 Seconds West 54.12 feet to a point on an arc to the right in the west right-of-way line of the Railroad right-of-way, said point is 70.00 feet left of centerline station 59 + 31.89 and the centerline arc has a radius of 1273.24 feet; thence with the arc for a distance of 678.48 feet to a point 70.00 feet left of centerline station 65 + 75.00; thence South 87 Degrees 37 Minutes 54 Seconds West 30.00 feet to a point on the arc 100.00 feet left of centerline station 65 + 75.00; thence continuing with said arc 100 feet parallel with the Railroad centerline for a distance of 135.66 feet to a point 100.00 feet left of centerline station 67 + 00.78; thence with the west right-of-way line of the Railroad right-of-way North 3 Degrees 33 Minutes 33 Seconds East 55.84 feet; North 6 Degrees 18 Minutes 33 Seconds East 69.14 feet; North 6 Degrees East 699.22 feet to a point 100.00 feet left of centerline station 75 + 20.00; thence North 84 Degrees West 60.00 feet to a point 160.00 feet left of centerline station 75 + 20.00, said point being in the west right-of-way line of the Railroad right-of-way; thence with the west right-of-way line of the railroad right-of-way North 6 Degrees East 442.56 feet to a point 160.00 feet left of centerline station 79 + 62.56; thence South 82 Degrees 35 Minutes East 320.10 feet to a point 160.00 feet right of centerline station 79 + 54.64, said point being in the east right-of-way line of the Railroad right-of-way; thence with the east right-of-way line of the Railroad right-of-way South 6 Degrees West 734.84 feet to a point 160.00 feet right of centerline station 72 + 20.00; thence North 84 Degrees West 50.00 feet to a point 110.00 feet right of centerline station 72 + 20.00, said point being in the east right-of-way line of the Railroad right-of-way; thence with the east right-of-way line of the Railroad right-of-way South 6 Degrees West 399.22 feet South 6 Degrees 19 Minutes 01 Seconds West 72.58 feet, South 3 Degrees 04 Minutes 10 Seconds West 42.48 feet to a point on an arc to the left in the east right-of-way line of the Railroad right-of-way, said point is 110.00 feet right of centerline station 67 + 00.78 and the centerline arc has a radius of 1273.24 feet; thence with the arc for a distance of 114.92 feet to a point 110.00 feet right of centerline station 65 + 75.00; thence South 87 Degrees 37 Minutes 54 Seconds West 35.00 feet to a point on the arc; thence continuing with said arc 75.00 feet parallel with the Railroad centerline for a distance of 605.24 feet to a point 75.00 feet right of centerline station 59 + 31.89; thence with the east right-of-way line of the Railroad right-of-way South 32 Degrees 18 Minutes 14 Seconds East 49.49 feet, South 33 Degrees 42 Minutes 46 Seconds East 66.97 feet, South 34 Degrees East 218.59 feet, South 33 Degrees 54 Minutes 14 Seconds East 38.51 feet to a point 75.00 feet right of centerline station 55 + 55.34; thence North 82 Degrees 34 Minutes west 193.32 feet to the point of beginning containing 11.298 acres, more or less.

ADDINGTON 64 ACRE TRACT (PARCEL 120): Beginning at a point on an arc to the left in the west right-of-way line of the Railroad right-of-way, said point is 70.00 feet left of centerline station 53 + 93.07, said centerline having a radius of 1273.24 feet; thence with the arc for a distance of 75.79 feet to a point 70.00 feet left of centerline station 54 + 73.27; thence with the west right-of-way line of the Railroad right-of-way North 32 Degrees 31 Minutes 34 Seconds West 64.29 feet, North 33 Degrees 49 Minutes 26 Seconds West 52.62 feet, North 34 Degrees

West 89.42 feet to a point 70.00 feet left of centerline station 56 + 82.91; thence South 82 Degrees 34 Minutes East 193.32 feet to a point 75.00 feet right of centerline station 55 + 55.34, said point being in the east right-of-way line of the Railroad right-of-way; thence with the east right-of-way line of the Railroad right-of-way South 33 Degrees 36 Minutes 59 Seconds East 15.45 feet, South 32 Degrees 30 Minutes 52 Seconds East 69.80 feet to a point on an arc to the right, said point is 75.00 feet right of centerline station 54 + 73.27; thence with the arc having a radius of 1273.24 feet for a distance of 42.25 feet to a point 75.00 feet right of centerline station 54 + 33.37; thence South 7 Degrees 11 Minutes East 117.92 feet to a point 8.06 feet right of centerline station 53 + 39.31; thence North 82 Degrees 34 Minutes West 94.03 feet to the point of beginning containing 0.809 acres, more or less.

Parcel 110 and Parcel 120 are a portion of the same property conveyed to Beaver Dam Coal Company by John Addington, et al, by deed dated November 7, 1964, of record in Deed Book 163, page 241, Ohio County, Kentucky, Court Clerk's Office.

AND ALSO BEING part of the same property conveyed by Peabody Coal Company, an Illinois corporation, to Peabody Coal Company, a Delaware corporation, by deed dated March 29, 1968, of record in Deed Book 178, page 395-508, Ohio County, Kentucky, Court Clerk's Office.

ADDINGTON 37.75 ACRE TRACT (Parcel 130): Beginning at a point in the west right-of-way line of the Railroad right-of-way, said point is 110.46 feet left of centerline station 50 + 54.58; thence North 43 Degrees 20 Minutes 33 Seconds West 75.61 feet to a point 147.40 feet left of centerline station 51 + 28.00, said point being in the west right-of-way line of the Railroad right-of-way; thence with the west right-of-way line of the Railroad right-of-way North 12 Degrees 25 Minutes 25 Seconds East 148.75 feet to a point on an arc to the left in the west right-of-way line of the Railroad right-of-way, said point is 70.00 feet left of centerline station 52 + 67.00, said centerline having a radius of 1273.24 feet thence with the arc for a distance of 119.14 feet to a point 70.00 feet left of centerline station 53 + 93.07; thence South 82 Degrees 34 Minutes East 94.03 feet to a point 8.06 feet right of centerline station 53 + 39.31; thence South 4 Degrees 29 Minutes 57 Seconds West 297.05 feet to the point of beginning containing 0.334 acres, more or less.

AND BEING a portion of the same property conveyed to Beaver Dam Coal Company by John Addington and Lucy Addington, his wife, by deed dated March 15, 1967, and of record in Deed Book 173, page 293, Ohio County, Kentucky, Court Clerk's Office.

AND ALSO BEING a part of the same property conveyed by Peabody Coal Company, an Illinois corporation, to Peabody Coal Company, a Delaware corporation, by deed dated March 29, 1968, of record in Deed Book 178, page 395-508, Ohio County, Kentucky, Court Clerk's Office.

IGLEHEART-GRIMES TRACTS (PARCEL 1): Beginning at a point in the west right-of-way line of the Railroad right-of-way and in the northeast intersection of Kentucky Highway No. 69 and a County Road, said point is 44.35 feet left of centerline station 5 + 10.00; thence with the West right-of-way line of the Railroad right-of-way and the East margin of said County Road as follows: North 5 Degrees 13 Minutes 09 Seconds East 2046.54 feet, North 6 Degrees 15 Minutes 04 Seconds East 1200.01 feet, North 5 Degrees 19 Minutes 39 Seconds East 1162.72

feet to a point 69.32 feet left of centerline station 49 + 85.00; thence North 4 Degrees 25 Minutes 31 Seconds East 343.70 feet to a point on an arc in the East right-of-way line of the Railroad right-of-way, said point is 55.00 feet right of centerline station 53 + 08.50; thence with said arc having a radius of 1273.24 feet for a distance of 830.21 feet to a point 55.00 feet right of centerline station 47 + 04.38; thence with the East right-of-way line of the Railroad right-of-way South 4 Degrees 40 Minutes 48 Seconds West 81.10 feet to a point 55.00 feet right of centerline station 46 + 25.56; thence South 84 Degrees 19 Minutes 04 Seconds East 20.00 feet to a point 75.00 feet right of centerline station 46 + 25.56; thence with the East right-of-way line of the Railroad right-of-way South 5 Degrees 57 Minutes 37 Seconds West 41.60 feet, to a point 75.00 feet right of centerline station 45 + 84.38 South 6 Degrees West 94.39 feet to a point 75.00 feet right of centerline station 44 + 90.00; thence North 84 Degrees West 20.00 feet to a point 55.00 feet right of centerline station 44 + 90.00; thence with the East right-of-way line of the Railroad right-of-way South 6 Degrees West 515.00 feet to a point 55.00 feet right of centerline station 39 + 75.00; thence South 84 Degrees East 20.00 feet to a point 75.00 feet right of centerline station 39 + 75.00; thence with the East right-of-way line of the Railroad right-of-way South 6 Degrees West 250.00 feet to a point 75.00 feet right of centerline station 37 + 25.00; thence North 84 Degrees West 20.00 feet to a point 55.00 feet right of centerline station 37 + 25.00 said point being in the East right-of-way line of the Railroad right-of-way; thence with the East right-of-way line of the Railroad right-of-way South 8 Degrees West 793.00 feet to a point 55.00 feet right of centerline station 29 + 32.00; thence South 84 Degrees East 15.00 feet to a point 70.00 feet right of centerline station 29 + 32.00; thence with the East right-of-way line of the Railroad right-of-way South 6 Degrees West 132.00 feet to a point 70.00 feet right of centerline station 28 + 00.00; thence South 84 Degrees East 70.00 feet to a point 140.00 feet right of centerline station 28 + 00.00; thence with the East right-of-way line of the Railroad right-of-way South 6 Degrees West 389.00 feet to a point 140.00 feet right of centerline station 24 + 11.00; thence North 84 Degrees West 50.00 feet to a point 90.00 feet right of centerline station 24 + 11.00; thence with the East line of the Railroad right-of-way South 6 Degrees West 231.00 feet to a point 90.00 feet right of centerline station 21 + 80.00; thence North 84 Degrees West 30.00 feet to a point 60.00 feet right of centerline station 21 + 80.00; thence with the East right-of-way line of the Railroad right-of-way South 8 Degrees West 261.79 feet to a point 60.00 feet right of centerline station 19 + 19.21; thence South 84 Degrees East 20.00 feet to a point 80.00 feet right of centerline station 19 + 18.21; thence with the East right-of-way line of the Railroad right-of-way South 5 Degrees 49 Minutes 10 Seconds West 37.45 feet, South 5 Degrees 24 Minutes 26 Seconds West 40.88 feet to a point on an arc, said point is 80.00 feet right of centerline station 18 + 38.21; thence with the arc to the left with a radius of 1909.88 feet for a distance of 115.00 feet to a point 80.00 feet right of centerline station 17 + 18.21; thence with the east right-of-way line of the Railroad right-of-way South 0 Degrees 35 Minutes 28 Seconds West 37.45 feet, South 0 Degrees 13 Minutes 03 Seconds West 40.55 feet, due South 313.21 feet to a point 80.00 feet right of centerline station 13 + 25.00; thence due East 20.00 feet to a point 100 feet right of centerline station 13 + 25.00; thence with the east right-of-way line of the Railroad right-of-way due South 163.40 feet, South 0 Degrees 31 Minutes 54 Seconds West 94.34 feet, South 3 Degrees 03 Minutes 32 Seconds West 74.40 feet to a point on an arc, said point is 100.00 feet right of centerline station 10 + 01.60; thence with said arc to the right having a radius of 954.93 feet for a distance of 214.97 feet to a point 100.00 feet right of centerline station 8 + 07.00 said point is in the North Margin of Kentucky Highway No. 69; thence with the North margin of Kentucky

Highway No. 69 South 50 Degrees 29 Minutes 47 Seconds West 336.17 feet to the point of beginning containing 19.008 acres, more or less.

AND BEING certain tracts of land described in a deed dated June 18, 1980, from Peabody Coal Company and Beaver Dam Coal Company, recorded in the Office of the Clerk of Ohio County, in Deed Book 237, page 103.

TOGETHER WITH that certain 4.454 acre tract being more particularly described as follows:

Beginning at a point in the west right-of-way line of the Railroad right-of-way, said point being a point in the south property line of Rex Igleheart and being 134.02 feet right of centerline station 136 - 15.00; thence North 83 Degrees 44 Minutes 15 Seconds West 508.14 feet to a point 200.47 feet left of centerline station 140 + 06.53; thence North 13 Degrees 32 Minutes 40 Seconds East 54.37 feet to a point 152.97 feet left of centerline station 140 + 33.60; thence North 76 Degrees 27 Minutes 20 Seconds West 45.50 feet to a point in the west property line, said point being 173.11 feet left of centerline station 140 + 70.20; thence with the property line North 13 Degrees 32 Minutes 40 Seconds East 440.00 feet to a point 232.14 feet right of centerline station 142 - 74.95; thence South 76 Degrees 27 Minutes 20 Seconds East 45.50 feet to a point 248.51 feet right of centerline station 142 + 10.24; thence South 13 Degrees 32 Minutes 40 Seconds West 204.35 feet to a point on an arc in the west right-of-way line of the Railroad right-of-way, said point being 60.00 feet right of centerline station 141 + 37.16; thence with said arc to the right and 60.00 feet parallel with the railroad centerline having a radius of 1910.08 feet for a distance of 89.89 feet to a point 60.00 feet right of centerline station 140 + 50.00; thence North 39 Degree 59 Minutes 32 Seconds East 240.00 feet to a point on an arc in the east right-of-way of the railroad right-of-way; thence with said arc to the right and 300.00 feet parallel with the railroad centerline having a radius of 1910.08 feet for a distance of 503.32 feet to a point 300.00 feet right of centerline station 136 + 15.00; thence South 53 Degrees 02 Minutes 26 Seconds West 165.98 feet to the point of beginning containing 4.454 acres, more or less.

TOGETHER WITH that certain 4.051 acre tract more particularly described as follows:

Beginning at a point in the west right-of-way line of the Railroad right-of-way, said point being 70.47 feet left of centerline station 129 + 50.00; thence South 72 Degrees 59 Minutes 18 Seconds West 49.53 feet to a point 120.00 feet left of centerline station 129 + 50.00, said point being on an arc; thence with said arc to the left and 120.00 feet parallel with the Railroad centerline having a radius of 1910.08 feet for a distance of 691.57 feet to a point 120.00 feet left of centerline station 136 + 87.92; thence North 74 Degrees 56 Minutes 29 Seconds West 289.02 feet to a point 272.18 feet left of centerline station 139 + 62.25; thence North 13 Degrees 32 Minutes 40 Seconds East 81.53 feet to a point 200.47 feet left of centerline station 140 + 06.53; thence South 83 Degrees 44 Minutes 15 Seconds East 508.14 feet to a point 134.02 feet right of centerline station 136 + 15.00; thence South 53 Degrees 02 Minutes 26 Seconds West 34.02 feet to a point 100.00 feet right of centerline station 136 + 15.00, said point being in the East right-of-way line of the Railroad right-of-way and on an arc; thence with said arc to the right and 100.00 feet to a point 100.00 feet right of centerline station 13 + 81.32; thence South 15 Degrees 39

Minutes 48 Seconds West 288.49 feet to the point of beginning containing 4.051 acres, more or less.

TOGETHER WITH that certain 7.634 acre tract being more particularly described as follows:

Beginning at a point in the west right-of-way line of the Railroad right-of-way, said point being 50.00 feet left of centerline station 109 + 65.27, aforesaid point being on an arc; thence with the arc to the right having a radius of 1910.08 feet for a distance of 569.26 feet to a point 50.00 feet left of centerline station 115 + 20.00; thence south 50 Degrees 59 Minutes 43 Seconds West 5.00 feet to a point 55.00 feet left of centerline station 115 + 20.00, said point being on the continuation of aforementioned arc; thence with the arc and 55.00 feet parallel with the centerline of the Railroad centerline for a distance of 267.56 feet to a point 55.00 feet left of centerline station 117 + 80.07; thence North 0 Degrees 42 Minutes 10 Seconds West 40.91 feet to a point 55.00 feet left of centerline station 118 + 20.00; thence North 0 Degrees 06 Minutes 03 Seconds West 40.36 feet to a point 55.00 feet left of centerline station 118 + 60.07; thence due North 482.81 feet to a point 55.00 feet left of centerline station 123 + 42.88; thence 0 Degrees 05 Minutes 09 Seconds West 36.87 feet to a point 55.00 feet left of centerline station 123 + 80.00; thence North 0 Degrees 40 Minutes 12 Seconds West 41.98 feet to a point 55.00 feet left of centerline station 124 + 22.58 being a point on an arc; thence with the arc to the left having a radius of 1910.08 feet for a distance of 511.94 feet to a point 55.00 feet left of centerline station 129 + 50.00; thence South 72 Degrees 59 Minutes 18 Seconds West 15.47 feet to a point 70.47 feet left of centerline station 129 + 50.00; thence North 15 Degrees 39 Minutes 48 Seconds East 280.49 feet to a point 100.00 feet right of centerline station 131 + 81.32, said point being in the east right-of-way line of the Railroad right-of-way, and on an arc; thence with the arc to the right having a radius of 1910.08 feet for a distance of 798.15 feet to a point 100.00 feet right of centerline station 124 + 22.88; thence South 0 Degrees 40 Minutes 24 Seconds East 44.52 feet to a point 100.00 feet right of centerline station 123 + 80.00; thence South 9 Degrees 05 Minutes 12 Seconds East 37.57 feet to a point 100.00 feet right of centerline station 123 + 42.88; thence due South 482.51 feet to a point 100.00 feet right of centerline station 118 + 60.07; thence South 0 Degrees 05 Minutes 59 Seconds East 39.54 feet to a point 100.00 feet right of centerline station 118 + 20.00; thence South 0 Degrees 41 Minutes 59 Seconds East 38.47 feet to a point 100.00 feet right of centerline station 117 + 80.07, said point being on an arc; thence with said arc to the left and 100.00 feet parallel with the railroad centerline having a radius of 1910.08 feet for a distance of 865.75 feet to a point 100 feet right of centerline station 108 + 66.49; thence North 84 Degrees 84 Minutes 07 Seconds West 178.84 feet to the point of beginning containing 7.634 acres, more or less.

TOGETHER WITH that certain 0.028 acre tract more particularly described as follows:

Beginning at a point in the east right-of-way line of the Railroad Right-of-Way, being 75.00 feet right of centerline station 100 + 49.11; thence North 80 Degrees 18 Minutes 40 seconds West 45.09 feet to a point, said point is 39.87 feet right of centerline station 100 + 77.29; thence North 7 Degrees 29 Minutes 32 Seconds East 55.77 feet to a point in the east Right-of-Way Line of the Railroad Right-of-Way, said point is 75.00 feet right of centerline station 101 + 20.06; thence with the east line of the Railroad right-of-way line

South 32 Degrees East 70.95 feet to the point of beginning and containing 0.028 acres, more or less.

AND BEING certain tracts of land described in a commissioner's deed dated September 3, 1982, from Betty White, Master Commissioner of the Ohio Circuit Court, for and on behalf of Rex Igleheart and Margaret Igleheart, husband and wife, Green River Production Credit Association, and the Farmer's Home Administration, recorded in the Office of the Clerk of Ohio County, in Commissioners Deed Book N, page 510.

TOGETHER WITH that certain 10.668 acre tract more particularly described as follows:

Beginning at a point in the West Right-of-Way Line of the Railroad Right-of-Way 160.00 feet left of centerline station 79 + 62.56; thence with the West Right-of-Way Line North 6 Degrees East 139.02 feet, North 5 Degrees 51 Minutes 36 Seconds East 46.37 feet, North 5 Degrees 13 Minutes 25 Seconds East 30.23 feet, thence with an arc Northwestwardly, said arc begins 160.00 feet left of centerline station 81 + 82.39, the centerline having a radius of 1909.86 feet, said arc is 61.94 feet in length; thence North 87 Degrees 13 Minutes 40 Seconds East 55.00 feet to a point 215.00 feet left of centerline station 82 + 50.00; thence continuing with an arc northwestwardly 215.00 feet parallel with the Railroad centerline having a radius of 1909.86 feet 958.44 feet to a point 215.00 feet left of centerline station 93 + 30.00; thence North 60 Degrees 22 Minutes 33 Seconds East 95.00 feet continuing with an arc northwestwardly 120.00 feet left of centerline for a distance of 36.61 feet to a point 120.00 feet left of centerline station 93 + 69.06; thence North 31 Degrees 18 Minutes 48 Seconds West 39.16 feet, North 31 Degrees 54 Minutes 19 Seconds West 38.40 feet, North 32 Degrees West 150.94 feet to a point 120.00 feet left of centerline station 96 + 00; thence north 58 Degrees East 45.00 feet to a point 75.00 feet left of centerline station 96 + 00; thence North 32 Degrees West 96.06 feet to a point 75.00 feet left of centerline station 96 + 96.06; thence North 7 Degrees 12 Minutes 20 Seconds East 237.30 feet to a point 75.00 feet right of centerline station 98 + 79.94; thence South 32 Degrees East 430.68 feet, South 31 Degrees 54 Minutes 15 Seconds East 39.43 feet, South 31 Degrees 18 Minutes 32 seconds East 42.28 feet to a point 75.00 feet right of centerline station 93 + 69.06; thence with an arc southeastwardly and 75.00 feet parallel with the centerline, said arc being 40.59 feet; thence North 60 Degrees 32 Minutes 33 Seconds East 75.00 feet to a point 150.00 feet right of centerline station 93 + 30.00; thence with an arc 150.00 feet parallel with the centerline 443.01 feet to a point 150.00 feet right of centerline station 89 + 19.25; thence North 72 Degrees 41 Minutes 49 Seconds East 40.00 feet to a point 190.00 feet right of centerline station 89 + 19.25; thence with an arc 190.00 feet parallel with the centerline of said arc being 735.82 feet in length to a point 190.00 feet right of centerline station 82 + 50.00; thence North 87 Degrees 13 Minutes 40 Seconds West 30.00 feet to a point 160.00 feet right of centerline station 82 + 50.00; thence with an arc 160.00 feet parallel with centerline for a distance of 73.27 feet to a point 160.00 feet right of centerline station 81 + 82.39; thence South 5 Degrees 13 Minutes 09 Seconds West 34.55 feet, South 5 Degrees 51 Minutes 23 Seconds West 48.80 feet, South 6 Degrees West 147.69 feet to a point 160.00 feet right of centerline station 79 + 54.64; thence Northwest 82 Degrees 35 Minutes West 320.10 feet to the point of beginning, containing 10.668 acres, more or less.

The coal and other minerals are excepted from this conveyance. Such coal and other minerals were conveyed by W.H. Fulkerson to T.J. Smith and J.W. Ford, dated October 17, 1902, and recorded in Deed Book 28, page 51, Ohio County Court Clerk's Office.

TOGETHER WITH that certain 1.266 acre tract more particularly described as follows:

Beginning at a point in the West Right-of-Way Line of the Railroad Right-of-Way 75.00 feet left of centerline station 96 - 96.06; thence with the West Right-of-Way line of said Railroad Right-of-Way North 32 Degrees West 473.17 feet to a point, said point is 75 feet left of centerline station 101 + 68.55; thence South 83 Degrees 18 Minutes 40 Seconds East 299.12 feet to a point, said point is 158.47 feet right of centerline station 99 + 82.26; thence South 7 Degrees 12 Minutes 20 Seconds West 369.35 feet to the point of beginning, containing 1.266 acres, more or less.

The coal and other minerals are excepted from this conveyance. Such coal and other minerals were conveyed by Logan Brown, et ux, to T.J. Smith and J.W. Ford, dated December 3, 1906, and recorded in Deed Book 26, page 36, Ohio County Court Clerk's Office.

AND BEING 2 certain tracts of land described in a deed dated September 17, 1980, from Elizabeth R. Johnson, unmarried, recorded in the Office of the Clerk of Ohio County, in Deed Book 237, page 806.

TOGETHER WITH that certain 2.53 acre tract more particularly described as follows:

Beginning at a point in the west right-of-way line of the Railroad right-of-way 75.00 feet left of centerline station 101 + 69.23; thence with the west right-of-way line of the Railroad right-of-way, North 32 degrees West 160.77 feet to a point 75.00 feet left of centerline station 103 + 30.00; thence North 56 Degrees East, 25.00 feet to a point, 50.00 feet left of centerline station 103 + 30.00; thence with the west right-of-way line of the Railroad right-of-way, North 32 Degrees West 383.40 feet to a point 50.00 feet left of centerline station 107 + 13.40; thence continuing with the west right-of-way line of the Railroad right-of-way, North 31 Degrees 51 Minutes 50 Seconds West 46.96 feet to a point; thence North 31 Degrees 13 Minutes 50 Seconds West 34.05 feet to a point 50.00 feet left of centerline station 107 + 93.40, said point being on an arc; thence with the arc Northwestwardly and 50.00 feet parallel with the Railroad centerline having a radius of 1410.08 feet for a distance of 176.37 feet to a point 50.00 feet left of centerline station 109 + 65.27; thence South 84 Degrees 06 Minutes 07 Seconds East 178.34 feet to a point 100.00 feet right of centerline station 108 + 66.49, said point being on an arc; thence with the said arc southeastwardly and 100.00 feet parallel with the railroad centerline, having a radius of 1910.08 feet for a distance of 69.27 feet to a point 100.00 feet right of centerline station 107 + 93.40; thence continuing with the East right-of-way line of the Railroad right-of-way South 31 Degrees 14 Minutes East 32.01 feet to a point; thence South 31 Degrees 51 Minutes 55 Seconds East 45.89 feet to a point 100.00 feet right of centerline station 107 + 13.40; thence South 58 Degrees West 25.00 feet to a point 75.00 feet right of centerline station 107 + 13.40; thence with the East right-of-way line, South 32 Degrees East 593.34 feet to a point 75.00 feet right of centerline station 101 + 20.06; thence South 7 Degrees 26 Minutes 42 Seconds West 55.39 feet to a point 39.81 feet

right of centerline station 100 + 77.29; thence North 83 Degrees 18 Minutes 40 Seconds West 147.09 feet to the point of beginning, containing 2.53 acres, more or less.

The coal and other minerals are excepted from this conveyance. Such coal and other minerals were conveyed by deed from Louis Brown, et ux, to Ohio County Land and Mining Co., dated September 21, 1907; and recorded in Deed Book 85, page 314, Ohio County Court Clerk's Office.

AND BEING a certain tract of land described in a commissioner's deed dated October 6, 1981, from Betty White, Master Commissioner of the Ohio Circuit Court, for and on behalf of Marvin Boling and Maude Boling, husband and wife, recorded in the Office of the Clerk of Ohio County, in Commissioners Deed Book N, page 429.

TOGETHER with that certain 5.369 acre tract more particularly described as follows:

Beginning at a point in the south right-of-way line of the Railroad right-of-way, said point being in the east property line of Carlos Brown, said point also being 173.11 feet left of centerline station 140 + 78.21, thence North 76 Degrees 27 Minutes 20 Seconds West 45.50 feet to a point in the south railroad right-of-way line, said point being 192.28 feet left of centerline station 141 + 23.83; thence North 13 Degrees 32 Minutes 40 Seconds East 144.03 feet to a point on an arc, said point being 60.00 feet left of centerline station 141 + 84.88; thence with said arc to the left and 60.00 feet parallel with the railroad centerline having a radius of 1910.08 feet for a distance of 605.05 feet to a point 60.00 feet left of centerline station 148 + 09.55; thence North 73 Degrees 18 Minutes 10 Seconds West 39.77 feet to a point 60.00 feet left of centerline station 148 + 50.00; thence North 73 Degrees 54 Minutes 09 Seconds West 39.24 feet to a point 60.00 feet left of centerline station 148 + 89.55; thence North 74 Degrees West 199.03 feet to a point 60.00 feet left of centerline station 150 + 88.58; thence North 73 Degrees 45 Minutes 46 Seconds West 62.12 feet to a point 60.00 feet left of centerline station 151 + 50.00; thence North 72 Degrees 24 Minutes West 60.66 feet to a point, on an arc in the south right-of-way line of the railroad right-of-way, said point being 60.00 feet left of centerline station 152 + 08.58; thence with said arc to the right and 60.00 parallel with the railroad centerline having a radius of 1273.57 feet for a distance of 258.03 feet to a point 60.00 feet left of centerline station 154 + 55.00; thence South 29 Degrees 47 Minutes 07 Seconds West 200.00 feet to a point on an arc in the south right-of-way line, said point being 260.00 feet left of centerline station 154 + 55.00; thence with said arc to the right and 260.00 feet parallel to the centerline having a radius of 1273.57 feet for a distance of 120.42 feet to a point 260.00 feet left of centerline station 155 + 35.00; thence North 34 Degrees 17 Minutes 03 Seconds East 200.00 feet to a point on an arc in the South right-of-way line, said point being 60.00 feet left of centerline station 155 + 55.00; thence with said arc to the right and 60.00 parallel to the centerline having a radius of 1273.57 feet for a distance of 210.76 feet to a point in the south right-of-way line, said point being in the west property line of Carlos Brown, said point also being 60.00 feet left of centerline station 157 + 56.28; thence with the west property line North 6 Degrees 49 Minutes 20 Seconds East 111.89 feet to a point 28.14 feet right of centerline station 158 + 24.39; thence North 7 Degrees 31 Minutes 10 Seconds West 55.51 feet to a point on an arc in the north right-of-way line of the railroad right-of-way, said point being also 60.00 feet

right of centerline station 158 + 71.49; thence with said arc to the left 60.00 feet parallel to the centerline having radius 1273.57 feet for a distance of 631.68 feet to a point 60.00 feet right of centerline station 152 + 08.58; thence South 72 Degrees 24 Minutes 28 Seconds East 56.49 feet to a point 60.00 feet right of centerline station 151 + 50.00; thence South 73 Degrees 45 Minutes 56 Seconds East 60.64 feet to a point 60.00 feet right of centerline station 150 + 88.58; thence South 74 Degrees East 199.03 feet to a point 60.00 feet right of centerline station 148 + 89.55; thence South 73 Degrees 54 Minutes 07 Seconds East 39.86 feet to a point 60.00 feet right of centerline station 148 + 50.00; thence South 73 Degrees 18 Minutes 01 Seconds East 41.69 feet to a point on an arc in the north right-of-way, said point being also 60.00 feet right of centerline station 148 + 09.55; thence with said arc to the right 60.00 feet parallel to the centerline having radius 1910.08 feet for a distance of 595.08 feet to a point 60.00 feet right of centerline station 142 + 32.59; thence North 13 Degrees 32 Minutes 40 Seconds East 166.84 feet to a point 216.63 feet right of centerline station 142 + 86.23; thence South 76 Degrees 27 Minutes 20 Seconds East 45.50 feet to a point in the east property line of Carlos Brown, said point being 232.14 feet right of centerline station 142 + 47.95; thence with the east property line South 13 Degrees 32 Minutes 40 Seconds West 440.00 feet to the point of beginning, containing 5.369 acres, more or less.

The coal and other minerals are excepted from this conveyance. Such coal and other minerals were conveyed by deed from J.B. Brown, et ux, to T.J. Smith and J.W. Ford, dated October 10, 1902, and recorded in Deed Book 28, page 69, Ohio County Court Clerk's Office.

AND BEING a certain tract of land described in a deed dated August 5, 1980, from Carlos Lee Brown and Lou Verna Brown, husband and wife, recorded in the Office of the Clerk of Ohio County, in Deed Book 237, page 434. The coal and other minerals were excepted from this conveyance.

TOGETHER WITH that certain 3.313 acre tract more particularly described as follows:

Beginning at a point on an arc in the west right-of-way line of the Railroad right-of-way, said point being a point in the East property line of Edward Lewis and being also 60.00 feet left of centerline station 158 + 71.92, thence with said arc to the right and 60.00 feet parallel with the railroad centerline having a radius of 1273.57 feet for a distance of 654.78 feet to a point 60.00 feet left of centerline station 164 + 97.24; thence North 82 Degrees 57 Minutes 10 Seconds West 110.63 feet to a point 164.23 feet left of centerline station 165 + 31.36; thence North 8 Degrees 51 Minutes 52 Seconds East 57.38 feet to a point 145.00 feet left of centerline station 165 + 79.58, said point being also in the South margin of a county road; thence South 80 Degrees 43 Minutes 39 Seconds East 496.89 feet to a point 311.56 feet right of centerline station 163 + 65.56, said point being also in the south margin of said county road; thence South 9 Degrees 09 Minutes 30 Seconds West 573.06 feet to the point of beginning, containing 3.313 acres, more or less.

The coal and other minerals are excepted from this conveyance. Such coal and other minerals were conveyed by deed from J.B. Igleheart, et ux, to T.J. Smith and J.W. Ford by deed dated December 30, 1903 and recorded in Deed Book 28, page 18, Ohio County Court Clerk's Office.

AND BEING a certain tract of land described in a certain deed, dated June 2, 1980, from Edward Lewis and Mary Lewis, his wife, recorded in the Office of the Clerk of Ohio County, in the state of Kentucky, in Deed Book 237, pages 1-2.

SOURCE OF TITLE FOR SITE

The same real property in which an interest was conveyed to the Facility Lessor by the Head Lease Agreement (FBR-1), of even date herewith, and recorded in Miscellaneous Book _____, Page _____ in the office of the County Clerk in which this instrument is being recorded.

EXHIBIT D
to
Facility Lease

DESCRIPTION OF EASEMENT SITE

EASEMENT AREA NO. 10

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-60) in the north right of way of Kentucky Highway No. 85 and corner to Peabody Coal Company (Deed Book 265, Page 418) THENCE with the north right of way of Kentucky Highway No. 85 the following courses:
North 81 degrees 31 minutes 38 seconds West, 3142.23 feet to a concrete monument No. P-1;
North 81 degrees 06 minutes 32 seconds West, 592.14 feet to a concrete monument No. P-3;
North 81 degrees 45 minutes 02 seconds West, 751.20 feet to a concrete monument No. P-6;
North 83 degrees 58 minutes 15 seconds West, 99.99 feet to a point;
North 85 degrees 56 minutes 40 seconds West, 100.01 feet to a point;
North 88 degrees 42 minutes 07 seconds West, 99.86 feet to a point;
South 89 degrees 27 minutes 48 seconds West, 99.98 feet to a point;
South 86 degrees 34 minutes 33 seconds West, 100.05 feet to a point;
South 84 degrees 01 minutes 34 seconds West, 100.03 feet to a point;
South 81 degrees 14 minutes 12 seconds West, 99.69 feet to a point;
South 78 degrees 32 minutes 28 seconds West, 100.01 feet to a point;
South 76 degrees 55 minutes 18 seconds West, 100.01 feet to a point;
South 76 degrees 07 minutes 38 seconds West, 52.42 feet to a concrete monument No. P-8
South 75 degrees 09 minutes 19 seconds West, 313.26 feet to a concrete monument No. P-10;
South 75 degrees 53 minutes 58 seconds West, 647.07 feet to a concrete monument No. P-12;
South 76 degrees 07 minutes 58 seconds West, 238.21 feet to a point, corner to the Point Pleasant Methodist Church cemetery, THENCE with the line of said cemetery North 00 degrees 09 minutes 58 seconds West, 478.07 feet to a point, corner to the cemetery lot, THENCE South 81 degrees 07 minutes 58 seconds West, 297.75 feet to a point, corner to the cemetery lot, THENCE South 00 degrees 10 minutes 43 seconds West, 504.79 feet to a point in the north right of way of Kentucky Highway No. 85 and corner to the cemetery lot, THENCE with the north right of way of Kentucky Highway No. 85 with the following courses: South 76 degrees 07 minutes 58 seconds West, 38.68 feet to a concrete monument No. P-14; THENCE South 76 degrees 35 minutes 59 seconds West, 99.72 feet to a point, THENCE South 77 degrees 14 minutes 48 seconds West, 99.93 feet to a point; THENCE South 77 degrees 48 minutes 50 seconds West, 26.45 feet to a point, corner to the Patterson heirs lot; THENCE with Patterson's line North 06 degrees 31 minutes 51 seconds East, 308.18 to a point, corner to Patterson; THENCE North 77 degrees 41 minutes 43 seconds West, 393.04 feet to a point, corner to Patterson; THENCE South 07 degrees 24 minutes 34 seconds West, 464.66 feet to a point, corner to Patterson in the north right of way of Kentucky Highway No. 85; THENCE with the

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north right of way of Kentucky Highway No. 85, South 80 degrees 08 minutes 49 seconds West, 85.68 feet to a concrete monument with cap; THENCE South 81 degrees 14 minutes 42 seconds West, 29.35 feet to a point; THENCE South 85 degrees 28 minutes 55 seconds West, 30.20 feet to a point; THENCE South 89 degrees 35 minutes 59 seconds West, 29.70 feet to a point; THENCE North 78 degrees 57 minutes 25 seconds West, 29.99 feet to a point; THENCE North 60 degrees 02 minutes 20 seconds West, 30.18 feet to a point; THENCE North 31 degrees 24 minutes 40 seconds West, 29.91 feet to a point; THENCE North 13 degrees 11 minutes 43 seconds West, 29.99 feet to a point; THENCE North 04 degrees 01 minutes 24 seconds West, 12.95 feet to a concrete monument with cap; THENCE North 03 degrees 39 minutes 05 seconds West, 87.90 feet to a concrete monument with cap; THENCE North 05 degrees 04 minutes 42 seconds West, 34.95 feet to a point; THENCE North 05 degrees 16 minutes 04 seconds West, 35.19 feet to a point; THENCE North 07 degrees 24 minutes 55 seconds West, 34.82 feet to a point; THENCE North 10 degrees 17 minutes 16 seconds West, 34.97 feet to a point; THENCE North 14 degrees 56 minutes 47 seconds West, 34.98 feet to a point; THENCE North 22 degrees 32 minutes 02 seconds West, 35.02 feet to a point; THENCE North 33 degrees 39 minutes 26 seconds West, 35.01 feet to a point; THENCE North 41 degrees 33 minutes 40 seconds West, 34.95 feet to a point; THENCE North 48 degrees 39 minutes 41 seconds West, 34.96 feet to a point; THENCE North 55 degrees 07 minutes 59 seconds West, 34.97 feet to a point; THENCE North 58 degrees 47 minutes 13 seconds West, 35.03 feet to a concrete monument with cap; THENCE North 66 degrees 20 minutes 42 seconds West, 109.15 feet to a point in the north right of way of Kentucky Highway No. 85 and at the edge of water of the Green River; THENCE with the edge of water of the Green River the following courses:

North 09 degrees 13 minutes 58 seconds West, 72.26 feet to a point; THENCE North 03 degrees 17 minutes 54 seconds West, 229.50 feet to a point; THENCE North 08 degrees 14 minutes 41 seconds West, 252.93 feet to a point; THENCE North 03 degrees 00 minutes 53 seconds West, 215.63 feet to a point; THENCE North 02 degrees 04 minutes 28 seconds East, 237.27 feet to a point; THENCE North 07 degrees 15 minutes 35 seconds West, 315.42 feet to a point; THENCE North 01 degrees 32 minutes 03 seconds West, 226.01 feet to a point; THENCE North 02 degrees 16 minutes 32 seconds West, 189.92 feet to a point; THENCE North 00 degrees 11 minutes 13 seconds East, 348.84 feet to a point; THENCE North 00 degrees 48 minutes 52 seconds West, 327.97 feet to a point; THENCE North 00 degrees 36 minutes 25 seconds East, 310.56 feet to a point; THENCE North 06 degrees 38 minutes 49 seconds West, 316.18 feet to a point; THENCE North 14 degrees 59 minutes 36 seconds West, 340.20 feet to a point; THENCE North 30 degrees 28 minutes 58 seconds West, 288.23 feet to a point; THENCE North 38 degrees 32 minutes 32 seconds West, 330.33 feet to a point; THENCE North 44 degrees 36 minutes 56 seconds West, 220.44 feet to a point; THENCE North 55 degrees 27 minutes 23 seconds West, 233.18 feet to a point; THENCE North 67 degrees 20 minutes 23 seconds West, 181.83 feet to a point; THENCE North 70 degrees 22 minutes 20 seconds West, 191.97 feet to a point; THENCE North 82 degrees 41 minutes 58 seconds West, 176.80 feet to a point; THENCE North 76 degrees 13 minutes 30 seconds West, 122.96 feet to a point; THENCE leaving the Green River North 18 degrees 41 minutes 53 seconds East, 64.84 feet to a concrete monument with cap No. P-29; THENCE North 18 degrees 41 minutes 53 seconds East, 1174.84 feet to a

concrete monument with cap No. P-30; THENCE North 18 degrees 41 minutes 53 seconds East, 176.99 feet to a point in Rogine Creek; THENCE with Rogine Creek the following courses:
North 57 degrees 58 minutes 45 seconds East, 87.52 feet to a point; THENCE
North 62 degrees 39 minutes 58 seconds East, 105.52 feet to a point; THENCE
North 69 degrees 23 minutes 14 seconds East, 118.37 feet to a point; THENCE
North 86 degrees 50 minutes 13 seconds East, 157.60 feet to a point; THENCE
North 89 degrees 58 minutes 24 seconds East, 52.77 feet to a point; THENCE
South 69 degrees 58 minutes 36 seconds East, 19.77 feet to a point; THENCE
South 79 degrees 25 minutes 08 seconds East, 46.13 feet to a point; THENCE
North 59 degrees 41 minutes 39 seconds East, 99.80 feet to a point; THENCE
North 46 degrees 39 minutes 15 seconds East, 200.24 feet to a point; THENCE
North 74 degrees 38 minutes 04 seconds East, 98.71 feet to a point; THENCE
South 74 degrees 49 minutes 07 seconds East, 82.11 feet to a point; THENCE
North 60 degrees 32 minutes 20 seconds East, 50.38 feet to a point; THENCE
North 50 degrees 43 minutes 24 seconds East, 73.97 feet to a point; THENCE
North 40 degrees 22 minutes 55 seconds East, 74.08 feet to a point; THENCE
North 15 degrees 01 minutes 06 seconds West, 71.83 feet to a point; THENCE
North 16 degrees 32 minutes 45 seconds West, 142.27 feet to a point; THENCE
North 03 degrees 26 minutes 08 seconds East, 140.83 feet to a point; THENCE
North 58 degrees 58 minutes 16 seconds East, 78.71 feet to a point; THENCE
South 48 degrees 54 minutes 10 seconds East, 162.06 feet to a point; THENCE
North 77 degrees 10 minutes 01 seconds East, 45.05 feet to a point; THENCE
North 04 degrees 04 minutes 47 seconds East, 114.00 feet to a point; THENCE
North 55 degrees 06 minutes 14 seconds East, 124.92 feet to a point; THENCE
South 41 degrees 13 minutes 50 seconds East, 43.47 feet to a point; THENCE
South 26 degrees 42 minutes 02 seconds East, 48.70 feet to a point; THENCE
South 74 degrees 22 minutes 00 seconds East, 71.49 feet to a point; THENCE
North 44 degrees 20 minutes 24 seconds East, 117.99 feet to a point; THENCE
North 11 degrees 23 minutes 40 seconds West, 141.74 feet to a point; THENCE
North 04 degrees 43 minutes 28 seconds East, 102.60 feet to a point; THENCE
North 47 degrees 23 minutes 47 seconds East, 144.39 feet to a point; THENCE
North 66 degrees 31 minutes 02 seconds East, 209.42 feet to a point; THENCE
North 57 degrees 35 minutes 18 seconds East, 117.51 feet to a point; THENCE
South 53 degrees 34 minutes 35 seconds East, 72.93 feet to a point; THENCE
South 06 degrees 34 minutes 16 seconds East, 118.36 feet to a point; THENCE
South 64 degrees 08 minutes 48 seconds East, 45.02 feet to a point; THENCE
South 36 degrees 21 minutes 06 seconds West, 119.29 feet to a point; THENCE
South 02 degrees 26 minutes 18 seconds West, 131.77 feet to a point; THENCE
South 65 degrees 39 minutes 42 seconds East, 72.33 feet to a point; THENCE
North 66 degrees 54 minutes 29 seconds East, 100.70 feet to a point; THENCE
North 82 degrees 02 minutes 58 seconds East, 5.14 feet to a point; THENCE leaving Rogine
Creek North 04 degrees 48 minutes 23 seconds West, 44.33 feet to a concrete monument with
cap No. P-31; THENCE North 04 degrees 48 minutes 23 seconds West, 1579.21 feet to a
concrete with cap No. P-32; THENCE North 80 degrees 07 minutes 59 seconds East, 1455.81
feet to a concrete monument with cap No. P-33; THENCE South 06 degrees 09 minutes 07
seconds East, 1897.78 feet to a concrete monument with cap No. P-34; THENCE North 73

degrees 30 minutes 27 seconds East, 647.44 feet to a concrete monument with cap No. P-35; THENCE North 52 degrees 22 minutes 43 seconds East, 742.62 feet to a concrete monument with cap No. P-36; THENCE North 84 degrees 11 minutes 16 seconds East, 726.05 feet to a concrete monument with cap No. P-37; THENCE North 07 degrees 43 minutes 55 seconds East, 970.83 feet to a concrete monument with cap No. P-38; THENCE South 83 degrees 22 minutes 50 seconds East, 635.61 feet to a concrete monument with cap No. P-39; THENCE North 78 degrees 11 minutes 18 seconds East, 155.63 feet to a concrete monument with cap No. P-40; THENCE South 15 degrees 37 minutes 53 seconds East, 385.80 feet to a concrete monument with cap No. P-41; THENCE South 12 degrees 47 minutes 53 seconds East, 540.13 feet to a concrete monument with cap No. P-42; THENCE South 16 degrees 44 minutes 15 seconds East, 2655.86 feet to a concrete monument with cap No. P-43; THENCE South 25 degrees 30 minutes 17 seconds East, 2046.96 feet to a point; THENCE North 70 degrees 22 minutes 09 seconds East, 409.74 feet to a point; THENCE South 77 degrees 19 minutes 31 seconds East, 335.87 feet to a point, corner to the Peabody Coal Company Tract (Deed Book 265, Page 418); THENCE with the west line of the Peabody Coal Company Tract, with the following courses: South 56 degrees 14 minutes 49 seconds East, 379.49 feet to a point; THENCE South 37 degrees 57 minutes 54 seconds East, 263.04 feet to a point; THENCE South 12 degrees 25 minutes 21 seconds East, 174.28 feet to a point; THENCE South 05 degrees 12 minutes 21 seconds West, 313.38 feet to a point; THENCE South 08 degrees 21 minutes 32 seconds West, 493.65 feet to a point; THENCE South 13 degrees 50 minutes 47 seconds West, 315.70 feet to a point; THENCE North 81 degrees 30 minutes 59 seconds West, 51.99 feet to a monument with cap No. P-59; THENCE South 08 degrees 28 minutes 25 seconds West, 2025.00 feet to the POINT OF BEGINNING and CONTAINING 1357 Acres (more or less).

There is excepted from the above described Area No. 10, Area No. 1, Area No. 7, Area No. 8, and a portion of Area No. 9 and described as follows:

AREA NO. 1

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-60) located in the north right of way of Kentucky Highway No. 85 and the southwest property corner of Peabody Coal Company, Deed Book 265, Page 418, THENCE with the north right of way line of Kentucky Highway 85 North 81 Degrees 31 Minutes 38 Seconds West, 2849.52 feet to a point in the lease line; THENCE with the lease line with the following courses:

North 45 Degrees 20 Minutes 09 Seconds East, 146.91 feet to a point; THENCE North 06 Degrees 22 Minutes 18 Seconds East, 3.76 feet to a point; THENCE North 06 Degrees 22 Minutes 10 Seconds East, 22.32 feet to a point; THENCE North 04 Degrees 11 Minutes 48 Seconds East, 16.21 feet to a point; THENCE North 02 Degrees 05 Minutes 05 Seconds East, 16.41 feet to a point; THENCE North 02 Degrees 07 Minutes 12 Seconds East, 12.57 feet to a point; THENCE North 02 Degrees 07 Minutes 00 Seconds East, 12.56 feet to a point; THENCE North 02 Degrees 05 Minutes 41 Seconds East, 19.89 feet to a point; THENCE North 02 Degrees 05 Minutes 44 Seconds East, 19.99 feet to a point; THENCE

North 03 Degrees 14 Minutes 43 Seconds East, 20.81 feet to a point; THENCE
North 05 Degrees 09 Minutes 38 Seconds East, 20.83 feet to a point; THENCE
North 06 Degrees 29 Minutes 14 Seconds East, 17.91 feet to a point; THENCE
North 07 Degrees 41 Minutes 14 Seconds East, 17.86 feet to a point; THENCE
North 08 Degrees 26 Minutes 18 Seconds East, 1052.72 feet to a point; THENCE
North 08 Degrees 32 Minutes 16 Seconds East, 1052.62 feet to a point; THENCE
North 08 Degrees 42 Minutes 54 Seconds East, 63.21 feet to a point; THENCE
North 08 Degrees 59 Minutes 03 Seconds East, 63.48 feet to a point; THENCE
North 12 Degrees 10 Minutes 52 Seconds East, 57.23 feet to a point; THENCE
North 17 Degrees 08 Minutes 51 Seconds East, 43.18 feet to a point; THENCE
North 21 Degrees 31 Minutes 45 Seconds East, 64.79 feet to a point; THENCE
North 25 Degrees 32 Minutes 54 Seconds East, 65.84 feet to a point; THENCE
North 30 Degrees 13 Minutes 37 Seconds East, 61.68 feet to a point; THENCE
North 35 Degrees 30 Minutes 31 Seconds East, 45.73 feet to a point; THENCE
North 40 Degrees 28 Minutes 42 Seconds East, 68.24 feet to a point; THENCE
North 45 Degrees 16 Minutes 44 Seconds East, 69.75 feet to a point; THENCE
North 49 Degrees 10 Minutes 06 Seconds East, 49.49 feet to a point; THENCE
North 52 Degrees 54 Minutes 20 Seconds East, 36.43 feet to a point; THENCE
North 57 Degrees 06 Minutes 43 Seconds East, 54.28 feet to a point; THENCE
North 62 Degrees 03 Minutes 57 Seconds East, 55.72 feet to a point; THENCE
North 65 Degrees 50 Minutes 35 Seconds East, 67.01 feet to a point; THENCE
North 69 Degrees 18 Minutes 23 Seconds East, 49.54 feet to a point; THENCE
North 72 Degrees 49 Minutes 58 Seconds East, 36.96 feet to a point; THENCE
North 77 Degrees 33 Minutes 35 Seconds East, 54.84 feet to a point; THENCE
North 84 Degrees 23 Minutes 42 Seconds East, 54.79 feet to a point; THENCE
North 89 Degrees 19 Minutes 12 Seconds East, 62.20 feet to a point; THENCE
South 87 Degrees 39 Minutes 16 Seconds East, 93.19 feet to a point; THENCE
South 83 Degrees 33 Minutes 14 Seconds East, 93.06 feet to a point; THENCE
South 81 Degrees 29 Minutes 39 Seconds East, 318.70 feet to a point; THENCE
North 70 Degrees 22 Minutes 09 Seconds East, 900.97 feet to a point; THENCE
South 77 Degrees 19 Minutes 31 Seconds East, 335.87 feet to a point in the northwest property
corner of Peabody Coal, Deed Book 265, Page 418; THENCE with the west property line of
Peabody Coal Company the following courses:

South 56 Degrees 14 Minutes 49 Seconds East, 379.49 feet to a point; THENCE
South 37 Degrees 57 Minutes 54 Seconds East, 263.04 feet to a point; THENCE
South 12 Degrees 25 Minutes 21 Seconds East, 174.28 feet to a point; THENCE
South 05 Degrees 12 Minutes 21 Seconds West, 313.38 feet to a point; THENCE
South 08 Degrees 21 Minutes 32 Seconds West, 493.65 feet to a point; THENCE
South 13 Degrees 50 Minutes 47 Seconds West, 315.70 feet to a point; THENCE
North 81 Degrees 30 Minutes 59 Seconds West, 51.99 feet to a point; THENCE
South 08 Degrees 28 Minutes 25 Seconds West, 2025.00 feet to a point to the POINT OF
BEGINNING and CONTAINING 216.95 acres (more or less).

AREA NO. 7

An area located near Matanzas, Ohio County, Kentucky and described as follows:

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COMMENCING at a concrete monument with a brass plate (found P-60) located in the north right of way of Kentucky Highway No. 85 and in the southwest property corner of Peabody Coal Company (Deed Book 265, Page 418), THENCE with the north margin of Kentucky Highway No. 85 right of way, North 81 degrees 31 minutes 38 seconds West, 2849.52 feet to a point in said road right of way, THENCE leaving the said highway right of way and with the west Lease Line of Area 1 with the following courses:

North 45 degrees 20 minutes 09 seconds East, 146.91 feet to a point; THENCE
North 6 degrees 22 minutes 18 seconds East, 3.76 feet to a point; THENCE
North 6 degrees 22 minutes 10 seconds East, 22.32 feet to a point; THENCE
North 4 degrees 11 minutes 48 seconds East, 16.21 feet to a point; THENCE
North 2 degrees 05 minutes 05 seconds East, 16.41 feet to a point; THENCE
North 2 degrees 07 minutes 12 seconds East, 12.57 feet to a point; THENCE
North 2 degrees 07 minutes 00 seconds East, 12.56 feet to a point; THENCE
North 2 degrees 05 minutes 41 seconds East, 11.34 feet to the true POINT OF BEGINNING;
THENCE with the South Lease Line of Area 7 with the following courses:

North 72 degrees 27 minutes 58 seconds West, 37.35 feet to a point; THENCE
North 61 degrees 28 minutes 14 seconds West, 137.20 feet to a point; THENCE
North 62 degrees 16 minutes 31 seconds West, 77.42 feet to a point; THENCE
North 65 degrees 58 minutes 41 seconds West, 77.95 feet to a point; THENCE
North 74 degrees 26 minutes 20 seconds West, 69.17 feet to a point; THENCE
North 82 degrees 53 minutes 41 seconds West, 72.74 feet to a point; THENCE
North 88 degrees 23 minutes 49 seconds West, 111.99 feet to a point; THENCE
North 88 degrees 17 minutes 39 seconds West, 75.21 feet to a point; THENCE
North 80 degrees 41 minutes 31 seconds West, 85.66 feet to a point; THENCE
North 74 degrees 43 minutes 12 seconds West, 188.66 feet to a point; THENCE
North 78 degrees 05 minutes 54 seconds West, 126.76 feet to a point; THENCE
North 80 degrees 30 minutes 48 seconds West, 104.10 feet to a point; THENCE
North 83 degrees 44 minutes 04 seconds West, 106.48 feet to a point; THENCE
North 84 degrees 42 minutes 26 seconds West, 130.24 feet to a point; THENCE
North 85 degrees 25 minutes 13 seconds West, 132.99 feet to a point; THENCE
North 87 degrees 21 minutes 26 seconds West, 122.38 feet to a point; THENCE
North 88 degrees 03 minutes 31 seconds West, 110.96 feet to a point; THENCE
North 84 degrees 03 minutes 57 seconds West, 113.41 feet to a point; THENCE
North 81 degrees 06 minutes 48 seconds West, 175.56 feet to a point; THENCE
North 83 degrees 01 minutes 36 seconds West, 83.63 feet to a point; THENCE
North 89 degrees 14 minutes 07 seconds West, 70.74 feet to a point; THENCE
South 85 degrees 44 minutes 14 seconds West, 67.05 feet to a point; THENCE
South 83 degrees 13 minutes 59 seconds West, 109.49 feet to a point; THENCE
South 84 degrees 35 minutes 57 seconds West, 75.45 feet to a point; THENCE
South 89 degrees 37 minutes 52 seconds West, 70.82 feet to a point; THENCE
North 87 degrees 19 minutes 12 seconds West, 176.49 feet to a point; THENCE
South 87 degrees 55 minutes 22 seconds West, 54.27 feet to a point; THENCE
South 79 degrees 54 minutes 34 seconds West, 44.99 feet to a point; THENCE
South 67 degrees 01 minutes 49 seconds West, 47.68 feet to a point; THENCE
South 46 degrees 23 minutes 52 seconds West, 57.68 feet to a point; THENCE

South 34 degrees 48 minutes 00 seconds West, 53.58 feet to a point; THENCE
South 40 degrees 08 minutes 26 seconds West, 69.71 feet to a point; THENCE
South 51 degrees 50 minutes 23 seconds West, 82.79 feet to a point; THENCE
South 63 degrees 53 minutes 37 seconds West, 80.24 feet to a point; THENCE
South 80 degrees 50 minutes 58 seconds West, 76.29 feet to a point; THENCE
North 73 degrees 58 minutes 47 seconds West, 72.01 feet to a point; THENCE
North 60 degrees 14 minutes 56 seconds West, 69.20 feet to a point; THENCE
North 54 degrees 32 minutes 53 seconds West, 59.69 feet to a point; THENCE
North 37 degrees 01 minutes 34 seconds West, 62.64 feet to a point; THENCE
North 29 degrees 21 minutes 30 seconds West, 65.17 feet to a point; THENCE
North 28 degrees 22 minutes 39 seconds West, 577.79 feet to a point; THENCE
North 29 degrees 46 minutes 13 seconds West, 105.31 feet to a point; THENCE
North 30 degrees 06 minutes 23 seconds West, 87.89 feet to a point; THENCE
North 33 degrees 20 minutes 35 seconds West, 102.13 feet to a point; THENCE
North 37 degrees 49 minutes 39 seconds West, 132.35 feet to a point; THENCE
North 42 degrees 26 minutes 05 seconds West, 128.30 feet to a point; THENCE
North 48 degrees 38 minutes 25 seconds West, 134.42 feet to a point; THENCE
North 53 degrees 59 minutes 01 seconds West, 123.20 feet to a point; THENCE
North 58 degrees 25 minutes 40 seconds West, 109.74 feet to a point; THENCE
North 63 degrees 27 minutes 22 seconds West, 129.81 feet to a point; THENCE
North 68 degrees 05 minutes 38 seconds West, 125.05 feet to a point; THENCE
North 73 degrees 31 minutes 58 seconds West, 115.25 feet to a point; THENCE
North 77 degrees 39 minutes 26 seconds West, 93.92 feet to a point; THENCE
North 81 degrees 17 minutes 26 seconds West, 87.03 feet to a point; THENCE
North 84 degrees 08 minutes 38 seconds West, 110.59 feet to a point; THENCE
North 85 degrees 45 minutes 31 seconds West, 242.87 feet to a point; THENCE
South 47 degrees 25 minutes 24 seconds West, 7.29 feet to a point; THENCE
South 00 degrees 36 minutes 55 seconds East, 30.54 feet to a point; THENCE
South 07 degrees 05 minutes 20 seconds East, 72.60 feet to a point; THENCE
South 05 degrees 33 minutes 13 seconds East, 87.45 feet to a point; THENCE
South 02 degrees 47 minutes 40 seconds East, 761.61 feet to a point; THENCE
South 00 degrees 23 minutes 03 seconds East, 118.72 feet to a point; THENCE
South 02 degrees 27 minutes 41 seconds West, 81.71 feet to a point; THENCE
South 04 degrees 55 minutes 31 seconds West, 86.62 feet to a point; THENCE
South 05 degrees 34 minutes 14 seconds West, 104.50 feet to a point; THENCE
South 04 degrees 30 minutes 26 seconds West, 80.27 feet to a point; THENCE
South 02 degrees 06 minutes 54 seconds West, 50.70 feet to a point; THENCE
South 00 degrees 33 minutes 40 seconds West, 49.94 feet to a point; THENCE
South 02 degrees 50 minutes 54 seconds East, 57.31 feet to a point; THENCE
South 04 degrees 08 minutes 50 seconds East, 57.95 feet to a point; THENCE
South 05 degrees 47 minutes 47 seconds East, 48.61 feet to a point; THENCE
South 02 degrees 43 minutes 59 seconds East, 50.16 feet to a point; THENCE
South 00 degrees 03 minutes 00 seconds West, 51.66 feet to a point; THENCE
South 01 degrees 53 minutes 57 seconds West, 26.43 feet to a point; THENCE
South 33 degrees 39 minutes 25 seconds East, 18.78 feet to a point; THENCE
South 22 degrees 32 minutes 01 seconds East, 27.91 feet to a point; THENCE

South 64 degrees 10 minutes 14 seconds West, 60.57 feet to a point; THENCE
North 17 degrees 59 minutes 58 seconds West, 16.27 feet to a point; THENCE
North 31 degrees 58 minutes 07 seconds West, 34.89 feet to a point; THENCE
North 42 degrees 44 minutes 05 seconds West, 35.01 feet to a point; THENCE
North 52 degrees 01 minutes 33 seconds West, 34.97 feet to a point; THENCE
North 57 degrees 10 minutes 33 seconds West, 34.94 feet to a point; THENCE
North 63 degrees 41 minutes 53 seconds West, 80.07 feet to a point in the southwest margin of
Lease Area 10; THENCE with the southwest margin of Lease Area 10 North 06 degrees 39
minutes 35 seconds West, 66.22 feet to a point in the north Lease Line of Area 7; THENCE with
the north lease line with the following courses:
South 66 degrees 20 minutes 42 seconds East, 109.15 feet to a point; THENCE
South 58 degrees 47 minutes 12 seconds East, 35.03 feet to a point; THENCE
South 55 degrees 08 minutes 00 seconds East, 34.97 feet to a point; THENCE
South 48 degrees 39 minutes 40 seconds East, 34.96 feet to a point; THENCE
South 41 degrees 33 minutes 33 seconds East, 12.15 feet to a point; THENCE
North 00 degrees 03 minutes 05 seconds East, 46.92 feet to a point; THENCE
North 02 degrees 44 minutes 03 seconds West, 48.89 feet to a point; THENCE
North 05 degrees 47 minutes 51 seconds West, 48.30 feet to a point; THENCE
North 04 degrees 08 minutes 48 seconds West, 58.59 feet to a point; THENCE
North 02 degrees 50 minutes 50 seconds West, 58.34 feet to a point; THENCE
North 00 degrees 33 minutes 37 seconds East, 51.02 feet to a point; THENCE
North 02 degrees 06 minutes 54 seconds East, 51.56 feet to a point; THENCE
North 04 degrees 30 minutes 30 seconds East, 80.64 feet to a point; THENCE
North 02 degrees 50 minutes 11 seconds East, 104.95 feet to a point; THENCE
North 04 degrees 55 minutes 30 seconds East, 85.98 feet to a point; THENCE
North 02 degrees 27 minutes 45 seconds East, 80.32 feet to a point; THENCE
North 00 degrees 23 minutes 02 seconds West, 117.35 feet to a point; THENCE
North 02 degrees 47 minutes 40 seconds West, 760.25 feet to a point; THENCE
North 05 degrees 33 minutes 16 seconds West, 86.32 feet to a point; THENCE
North 07 degrees 05 minutes 20 seconds West, 74.21 feet to a point; THENCE
North 00 degrees 36 minutes 51 seconds East, 32.56 feet to a point; THENCE
North 24 degrees 01 minutes 26 seconds East, 27.81 feet to a point; THENCE
North 70 degrees 50 minutes 05 seconds East, 27.81 feet to a point; THENCE
South 85 degrees 45 minutes 31 seconds East, 243.29 feet to a point; THENCE
South 84 degrees 08 minutes 37 seconds East, 111.76 feet to a point; THENCE
South 81 degrees 17 minutes 29 seconds East, 88.73 feet to a point; THENCE
South 77 degrees 39 minutes 26 seconds East, 95.95 feet to a point; THENCE
South 73 degrees 31 minutes 58 seconds East, 117.75 feet to a point; THENCE
South 68 degrees 05 minutes 37 seconds East, 127.70 feet to a point; THENCE
South 63 degrees 27 minutes 25 seconds East, 132.35 feet to a point; THENCE
South 58 degrees 25 minutes 37 seconds East, 112.22 feet to a point; THENCE
South 53 degrees 59 minutes 02 seconds East, 125.77 feet to a point; THENCE
South 48 degrees 38 minutes 25 seconds East, 137.44 feet to a point; THENCE
South 42 degrees 26 minutes 05 seconds East, 131.14 feet to a point; THENCE
South 37 degrees 49 minutes 40 seconds East, 134.73 feet to a point; THENCE
South 33 degrees 20 minutes 35 seconds East, 104.15 feet to a point; THENCE

South 30 degrees 06 minutes 24 seconds East, 88.82 feet to a point; THENCE
South 29 degrees 46 minutes 20 seconds East, 105.76 feet to a point; THENCE
South 28 degrees 22 minutes 39 seconds East, 577.90 feet to a point; THENCE
South 29 degrees 21 minutes 28 seconds East, 62.90 feet to a point; THENCE
South 37 degrees 01 minutes 36 seconds East, 56.01 feet to a point; THENCE
South 54 degrees 32 minutes 51 seconds East, 53.57 feet to a point; THENCE
South 60 degrees 14 minutes 56 seconds East, 64.09 feet to a point; THENCE
South 73 degrees 58 minutes 50 seconds East, 61.70 feet to a point; THENCE
North 80 degrees 50 minutes 57 seconds East, 65.12 feet to a point; THENCE
North 63 degrees 53 minutes 40 seconds East, 72.60 feet to a point; THENCE
North 51 degrees 50 minutes 21 seconds East, 76.55 feet to a point; THENCE
North 40 degrees 08 minutes 26 seconds East, 65.23 feet to a point; THENCE
North 34 degrees 47 minutes 56 seconds East, 55.23 feet to a point; THENCE
North 46 degrees 23 minutes 58 seconds East, 66.19 feet to a point; THENCE
North 67 degrees 01 minutes 42 seconds East, 56.53 feet to a point; THENCE
North 79 degrees 54 minutes 41 seconds East, 50.48 feet to a point; THENCE
North 87 degrees 55 minutes 27 seconds East, 57.61 feet to a point; THENCE
South 87 degrees 19 minutes 16 seconds East, 176.93 feet to a point; THENCE
North 89 degrees 37 minutes 59 seconds East, 68.70 feet to a point; THENCE
North 84 degrees 35 minutes 58 seconds East, 73.77 feet to a point; THENCE
North 83 degrees 13 minutes 57 seconds East, 109.78 feet to a point; THENCE
North 85 degrees 44 minutes 16 seconds East, 69.02 feet to a point; THENCE
South 89 degrees 14 minutes 11 seconds East, 73.68 feet to a point; THENCE
South 83 degrees 01 minutes 36 seconds East, 85.76 feet to a point; THENCE
South 81 degrees 06 minutes 48 seconds East, 175.28 feet to a point; THENCE
South 84 degrees 03 minutes 54 seconds East, 111.59 feet to a point; THENCE
South 88 degrees 03 minutes 32 seconds East, 110.09 feet to a point; THENCE
South 87 degrees 21 minutes 29 seconds East, 123.07 feet to a point; THENCE
South 85 degrees 25 minutes 12 seconds East, 133.68 feet to a point; THENCE
South 84 degrees 42 minutes 27 seconds East, 130.68 feet to a point; THENCE
South 83 degrees 44 minutes 03 seconds East, 107.58 feet to a point; THENCE
South 80 degrees 30 minutes 43 seconds East, 105.58 feet to a point; THENCE
South 78 degrees 05 minutes 55 seconds East, 128.28 feet to a point; THENCE
South 74 degrees 43 minutes 13 seconds East, 187.98 feet to a point; THENCE
South 80 degrees 41 minutes 33 seconds East, 82.10 feet to a point; THENCE
South 88 degrees 17 minutes 38 seconds East, 73.19 feet to a point; THENCE
South 88 degrees 23 minutes 48 seconds East, 113.40 feet to a point; THENCE
South 82 degrees 53 minutes 42 seconds East, 76.40 feet to a point; THENCE
South 74 degrees 26 minutes 22 seconds East, 73.61 feet to a point; THENCE
South 65 degrees 58 minutes 36 seconds East, 81.14 feet to a point; THENCE
South 62 degrees 16 minutes 32 seconds East, 78.60 feet to a point; THENCE
South 61 degrees 28 minutes 15 seconds East, 134.52 feet to a point; THENCE
South 72 degrees 27 minutes 54 seconds East, 26.17 feet to a point in the west Lease Line of Area 1; THENCE with the west Lease Line of Area 1, South 02 degrees 05 minutes 37 seconds West, 31.12 feet to the POINT OF BEGINNING and CONTAINING 5.75 Acres (more or less).

AREA NO. 8

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found S-1) THENCE South 11 degrees 09 minutes 20 seconds East, 1062.89 feet to the true POINT OF BEGINNING; THENCE South 04 degrees 42 minutes 54 seconds East, 170.26 feet to a point; THENCE South 88 degrees 58 minutes 16 seconds West, 418.58 feet to a point; THENCE North 06 degrees 01 minutes 46 seconds West, 148.35 feet to a point; THENCE North 85 degrees 57 minutes 36 seconds East, 421.14 feet to the POINT OF BEGINNING and CONTAINING 1.53 Acres (more or less).

A PORTION OF AREA NO. 9

An area located near Matanzas, Ohio County, Kentucky and described as follows:

COMMENCING at a concrete monument with a brass plate (found P-22) THENCE South 22 degrees 20 minutes 26 seconds East, 227.33 feet to a point in the north right of way of Kentucky Highway No. 85 the true POINT OF BEGINNING, THENCE leaving said highway right of way North 03 degrees 50 minutes 38 seconds West, 1920.92 feet to a point; THENCE South 86 degrees 48 minutes 20 seconds West, 443.01 feet to a point; THENCE North 03 degrees 43 minutes 40 seconds West, 202.05 feet to a point; THENCE North 84 degrees 10 minutes 02 seconds East, 509.25 feet to a point; THENCE South 04 degrees 49 minutes 24 seconds East, 225.58 feet to a point; THENCE South 86 degrees 48 minutes 25 seconds West, 20.23 feet to a point; THENCE South 03 degrees 50 minutes 38 seconds East, 1922.24 feet to a point in the north right of way line of Kentucky Highway No. 85; THENCE with the north right of way line of Kentucky Highway No. 85 with the following courses:

South 85 degrees 28 minutes 50 seconds West, 19.12 feet to a point; THENCE South 89 degrees 35 minutes 55 seconds West, 29.70 feet to a point; THENCE North 78 degrees 57 minutes 17 seconds West, 1.27 feet to the POINT OF BEGINNING and CONTAINING 4.71 Acres (more or less).

SOURCE OF TITLE FOR EASEMENT SITE

The same real property in which an interest was conveyed to the Facility Lessor by the Head Lease Agreement (FBR-1), of even date herewith, and recorded in Miscellaneous Book ____, Page ____ in the office of the County Clerk in which this instrument is being recorded.

**FBR-1
BASIC RENT AND EQUITY PORTION OF BASIC RENT**

<u>Rent Payment Date</u>	<u>Basic Rent</u>	<u>Equity Portion of Basic Rent</u>
Apr 18 2000	0.00	0.00
Jul 18 2000	14,806.28	0.00
Jan 4 2001	2,966,190.46	0.00
Jan 4 2002	6,583,796.46	0.00
Jan 4 2003	6,583,796.46	0.00
Jan 4 2004	6,583,796.46	0.00
Jan 4 2005	6,583,796.46	0.00
Jan 4 2006	7,261,039.54	0.00
Jan 4 2007	8,092,181.13	0.00
Jan 4 2008	8,092,181.13	0.00
Jan 4 2009	16,057,376.99	0.00
Jan 4 2010	6,583,796.46	0.00
Jan 4 2011	6,583,796.46	0.00
Jan 4 2012	8,046,862.34	0.00
Jan 4 2013	8,046,862.34	0.00
Jan 4 2014	8,046,862.34	0.00
Jan 4 2015	8,046,862.34	0.00
Jan 4 2016	8,046,862.34	0.00
Jan 4 2017	8,046,862.34	0.00
Jan 4 2018	8,046,862.34	0.00
Jan 4 2019	8,046,862.34	0.00
Jan 4 2020	8,046,862.34	0.00
Jan 4 2021	8,046,862.34	0.00
Jan 4 2022	8,046,862.34	0.00
Jan 4 2023	8,046,862.34	0.00
Jan 4 2024	8,046,862.34	0.00
Jan 4 2025	6,860,970.86	0.00
Jan 4 2026	55,446.41	0.00
Jan 4 2027	59,562.12	0.00

**FBR-1
ALLOCATION OF BASIC RENT**

<u>Allocation Year</u>	<u>Allocated Basic Rent</u>	<u>Cash Rent</u>	<u>Cash Rent Date</u>
2000	2,980,996.73	14,806.28	18-Jul-00
		2,966,190.46	4-Jan-01
2001	6,583,796.46	6,583,796.46	4-Jan-02
2002	6,583,796.46	6,583,796.46	4-Jan-03
2003	6,583,796.46	6,583,796.46	4-Jan-04
2004	6,583,796.46	6,583,796.46	4-Jan-05
2005	6,583,796.46	6,583,796.46	4-Jan-06
2006	6,583,796.46	677,243.07	4-Jan-06
		5,906,553.39	4-Jan-07
2007	6,583,796.46	2,185,627.74	4-Jan-07
		4,398,168.73	4-Jan-08
2008	6,583,796.46	3,694,012.40	4-Jan-08
		2,889,784.06	4-Jan-09
2009	6,583,796.46	6,583,796.46	4-Jan-09
2010	6,583,796.46	6,583,796.46	4-Jan-09
2011	6,583,796.46	6,583,796.46	4-Jan-10
2012	6,583,796.46	6,583,796.46	4-Jan-11
2013	8,046,862.34	8,046,862.34	4-Jan-12
2014	8,046,862.34	8,046,862.34	4-Jan-13
2015	8,046,862.34	8,046,862.34	4-Jan-14
2016	8,046,862.34	8,046,862.34	4-Jan-15
2017	8,046,862.34	8,046,862.34	4-Jan-16
2018	8,046,862.34	8,046,862.34	4-Jan-17
2019	8,046,862.34	8,046,862.34	4-Jan-18
2020	8,046,862.34	8,046,862.34	4-Jan-19
2021	8,046,862.34	8,046,862.34	4-Jan-20
2022	8,046,862.34	8,046,862.34	4-Jan-21
2023	8,046,862.34	8,046,862.34	4-Jan-22
2024	8,046,862.34	8,046,862.34	4-Jan-23
2025	8,046,862.34	8,046,862.34	4-Jan-24
2026	6,921,114.43	6,860,970.86	4-Jan-25
		55,446.41	4-Jan-26
		4,697.15	4-Jan-27
2027	54,864.97	54,864.97	4-Jan-27

FBR-1
TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

Termination Date	Gross Termination Value	Prorata Rent + Prepaid/Deferred Rent Balance	Termination Value	Debt Portion of Termination Value	Equity Portion of Termination Value
Apr 18 2000	125,194,079.03	0.00	125,194,079.03	100,111,916.11	25,082,162.92
May 18 2000	128,858,188.60	0.00	128,858,188.60	100,736,115.48	28,122,073.12
Jun 18 2000	129,745,562.44	0.00	129,745,562.44	101,360,314.86	28,385,247.58
Jul 18 2000	130,628,258.70	0.00	130,628,258.70	101,984,514.23	28,643,744.47
Aug 4 2000	130,935,020.93	277,806.90	131,212,827.83	102,308,792.08	28,904,035.75
Sep 4 2000	131,284,252.11	826,456.60	132,110,708.71	102,944,574.81	29,166,133.90
Oct 4 2000	131,628,798.23	1,375,106.31	133,003,904.54	103,580,357.55	29,423,546.99
Nov 4 2000	131,975,131.23	1,923,756.02	133,898,887.25	104,216,140.28	29,682,746.97
Dec 4 2000	132,323,263.51	2,472,405.72	134,795,669.23	104,851,923.02	29,943,746.21
Jan 4 2001	132,666,703.11	3,021,055.43	135,687,758.54	105,487,705.75	30,200,052.79
Feb 4 2001	133,015,362.44	603,514.68	133,618,877.12	103,160,738.56	30,458,138.56
Mar 4 2001	133,365,813.30	1,152,164.38	134,517,977.68	103,799,961.82	30,718,015.86
Apr 4 2001	133,718,068.16	1,700,814.09	135,418,882.25	104,439,185.09	30,979,697.16
May 4 2001	134,062,876.35	2,249,463.79	136,312,340.14	105,078,408.35	31,233,931.79
Jun 4 2001	134,409,449.36	2,798,113.50	137,207,562.86	105,717,631.61	31,489,931.25
Jul 4 2001	134,748,536.27	3,346,763.20	138,095,299.47	106,356,854.87	31,738,444.60
Aug 4 2001	135,089,348.27	3,895,412.91	138,984,761.18	106,996,078.14	31,988,683.04
Sep 4 2001	135,431,897.35	4,444,062.61	139,875,959.96	107,635,301.40	32,240,658.56
Oct 4 2001	135,766,932.40	4,992,712.32	140,759,644.72	108,274,524.66	32,485,120.06
Nov 4 2001	136,103,664.41	5,541,362.02	141,645,026.43	108,913,747.92	32,731,278.51
Dec 4 2001	136,442,105.18	6,090,011.73	142,532,116.91	109,552,971.19	32,979,145.72
Jan 4 2002	136,773,003.40	6,638,661.43	143,411,664.83	110,192,194.45	33,219,470.38
Feb 4 2002	137,112,346.60	603,514.68	137,715,861.28	104,254,397.98	33,461,463.30
Mar 4 2002	137,453,369.64	1,152,164.38	138,605,534.02	104,900,397.97	33,705,136.05
Apr 4 2002	137,796,084.17	1,700,814.09	139,496,898.26	105,546,397.97	33,950,500.29
May 4 2002	138,131,770.46	2,249,463.79	140,381,234.25	106,192,397.96	34,188,836.29
Jun 4 2002	138,469,111.20	2,798,113.50	141,267,224.70	106,838,397.95	34,428,826.75
Jul 4 2002	138,799,386.40	3,346,763.20	142,146,149.60	107,484,397.94	34,661,751.66
Aug 4 2002	139,131,278.49	3,895,412.91	143,026,691.40	108,130,397.94	34,896,293.46
Sep 4 2002	139,464,798.69	4,444,062.61	143,908,861.30	108,776,397.93	35,132,463.37
Oct 4 2002	139,791,226.82	4,992,712.32	144,783,939.14	109,422,397.92	35,361,541.22
Nov 4 2002	140,119,245.14	5,541,362.02	145,660,607.16	110,068,397.92	35,592,209.24
Dec 4 2002	140,448,864.68	6,090,011.73	146,538,876.41	110,714,397.91	35,824,478.50
Jan 4 2003	140,771,365.08	6,638,661.43	147,410,026.51	111,360,397.90	36,049,628.61
Feb 4 2003	141,102,712.16	603,514.68	141,706,226.84	105,429,885.20	36,276,341.64
Mar 4 2003	141,435,633.01	1,152,164.38	142,587,797.39	106,083,168.96	36,504,628.43
Apr 4 2003	141,770,138.55	1,700,814.09	143,470,952.64	106,736,452.72	36,734,499.92
May 4 2003	142,097,988.48	2,249,463.79	144,347,452.27	107,389,736.48	36,957,715.79
Jun 4 2003	142,427,387.91	2,798,113.50	145,225,501.41	108,043,020.24	37,182,481.17
Jul 4 2003	142,750,096.28	3,346,763.20	146,096,859.48	108,696,304.00	37,400,555.48
Aug 4 2003	143,074,318.45	3,895,412.91	146,969,731.36	109,349,587.76	37,620,143.60
Sep 4 2003	143,400,064.93	4,444,062.61	147,844,127.54	110,002,871.52	37,841,256.02
Oct 4 2003	143,719,095.00	4,992,712.32	148,711,807.32	110,656,155.28	38,055,652.04
Nov 4 2003	144,039,613.33	5,541,362.02	149,580,975.35	111,309,439.04	38,271,536.31
Dec 4 2003	144,361,630.26	6,090,011.73	150,451,641.99	111,962,722.80	38,488,919.19
Jan 4 2004	144,676,904.90	6,638,661.43	151,315,566.33	112,616,006.56	38,699,559.77
Feb 4 2004	145,001,470.47	603,514.68	145,604,985.15	106,693,322.60	38,911,662.55
Mar 4 2004	145,327,508.38	1,152,164.38	146,479,672.76	107,354,435.10	39,125,237.66
Apr 4 2004	145,655,028.87	1,700,814.09	147,355,842.96	108,015,547.60	39,340,295.36
May 4 2004	145,976,222.84	2,249,463.79	148,225,686.63	108,676,660.10	39,549,026.53
Jun 4 2004	146,298,865.76	2,798,113.50	149,096,979.26	109,337,772.60	39,759,206.66
Jul 4 2004	146,615,148.31	3,346,763.20	149,961,911.51	109,998,885.10	39,963,026.41
Aug 4 2004	146,932,845.70	3,895,412.91	150,828,258.61	110,659,997.60	40,168,261.01
Sep 4 2004	147,251,967.77	4,444,062.61	151,696,030.38	111,321,110.10	40,374,920.28
Oct 4 2004	147,564,705.03	4,992,712.32	152,557,417.35	111,982,222.60	40,575,194.75
Nov 4 2004	147,878,832.53	5,541,362.02	153,420,194.55	112,643,335.10	40,776,859.45
Dec 4 2004	148,194,359.92	6,090,011.73	154,284,371.65	113,304,447.60	40,979,924.05

FBR-1
TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

<u>Termination Date</u>	<u>Gross Termination Value</u>	<u>Prorata Rent + Prepaid/Deferred Rent Balance</u>	<u>Termination Value</u>	<u>Debt Portion of Termination Value</u>	<u>Equity Portion of Termination Value</u>
Jan 4 2005	147,808,840.54	6,638,661.43	154,447,501.97	113,965,560.10	40,481,941.87
Feb 4 2005	148,127,737.77	603,514.68	148,731,252.45	108,051,290.62	40,679,961.83
Mar 4 2005	148,448,009.58	1,152,164.38	149,600,173.96	108,720,817.61	40,879,356.35
Apr 4 2005	148,769,665.52	1,700,814.09	150,470,479.61	109,390,344.60	41,080,135.01
May 4 2005	149,085,282.22	2,249,463.79	151,334,746.01	110,059,871.58	41,274,874.43
Jun 4 2005	149,402,250.74	2,798,113.50	152,200,364.24	110,729,398.57	41,470,965.67
Jul 4 2005	149,713,147.47	3,346,763.20	153,059,910.67	111,398,925.56	41,660,985.11
Aug 4 2005	150,025,363.25	3,895,412.91	153,920,776.16	112,068,452.55	41,852,323.61
Sep 4 2005	150,338,907.25	4,444,062.61	154,782,969.86	112,737,979.54	42,044,990.32
Oct 4 2005	150,646,355.68	4,992,712.32	155,639,068.00	113,407,506.52	42,231,561.48
Nov 4 2005	150,955,099.23	5,541,362.02	156,496,461.25	114,077,033.51	42,419,427.74
Dec 4 2005	151,265,146.89	6,090,011.73	157,355,158.62	114,746,560.50	42,608,598.12
Jan 4 2006	150,874,436.72	6,638,661.43	157,513,098.15	115,416,087.49	42,097,010.66
Feb 4 2006	151,184,456.67	-73,728.40	151,110,728.27	108,829,396.38	42,281,331.89
Mar 4 2006	151,495,756.11	474,921.31	151,970,677.42	109,503,744.80	42,466,932.62
Apr 4 2006	151,808,343.94	1,023,571.02	152,831,914.96	110,178,093.23	42,653,821.73
May 4 2006	152,115,186.26	1,572,220.72	153,687,406.98	110,852,441.66	42,834,965.32
Jun 4 2006	152,423,286.01	2,120,870.43	154,544,156.44	111,526,790.09	43,017,366.35
Jul 4 2006	152,725,609.11	2,669,520.13	155,395,129.24	112,201,138.51	43,193,990.73
Aug 4 2006	153,029,158.28	3,218,169.84	156,247,328.12	112,875,486.94	43,371,841.18
Sep 4 2006	153,333,942.03	3,766,819.54	157,100,761.57	113,549,835.37	43,550,926.20
Oct 4 2006	153,632,926.10	4,315,469.25	157,948,395.35	114,224,183.80	43,724,211.55
Nov 4 2006	153,933,113.06	4,864,118.95	158,797,232.01	114,898,532.22	43,898,699.79
Dec 4 2006	154,234,511.26	5,412,768.66	159,647,279.92	115,572,880.65	44,074,399.27
Jan 4 2007	154,530,086.28	5,961,418.36	160,491,504.64	116,247,229.08	44,244,275.56
Feb 4 2007	154,826,840.53	-1,582,113.06	153,244,727.47	108,829,396.38	44,415,331.09
Mar 4 2007	155,124,782.19	-1,033,463.36	154,091,318.83	109,503,744.80	44,587,574.03
Apr 4 2007	155,423,919.50	-484,813.65	154,939,105.85	110,178,093.23	44,761,012.62
May 4 2007	155,717,628.63	63,836.06	155,781,464.69	110,852,441.66	44,929,023.03
Jun 4 2007	156,012,504.04	612,485.76	156,624,989.80	111,526,790.09	45,098,199.71
Jul 4 2007	156,301,921.68	1,161,135.47	157,463,057.15	112,201,138.51	45,261,918.64
Aug 4 2007	156,592,475.81	1,709,785.17	158,302,260.98	112,875,486.94	45,426,774.04
Sep 4 2007	156,884,174.30	2,258,434.88	159,142,609.18	113,549,835.37	45,592,773.81
Oct 4 2007	157,170,392.99	2,807,084.58	159,977,477.57	114,224,183.80	45,753,293.77
Nov 4 2007	157,457,725.94	3,355,734.29	160,813,460.23	114,898,532.22	45,914,928.01
Dec 4 2007	157,746,180.91	3,904,383.99	161,650,564.90	115,572,880.65	46,077,684.25
Jan 4 2008	158,029,133.55	4,453,033.70	162,482,167.25	116,247,229.08	46,234,938.17
Feb 4 2008	158,313,177.79	-3,090,497.73	155,222,680.06	108,829,396.38	46,393,283.68
Mar 4 2008	158,598,321.22	-2,541,848.02	156,056,473.20	109,503,744.80	46,552,728.40
Apr 4 2008	158,884,571.45	-1,993,198.31	156,891,373.14	110,178,093.23	46,713,279.91
May 4 2008	159,165,371.66	-1,444,548.61	157,720,823.05	110,852,441.66	46,868,381.39
Jun 4 2008	159,447,248.54	-895,898.90	158,551,349.64	111,526,790.09	47,024,559.55
Jul 4 2008	159,723,645.03	-347,249.20	159,376,395.83	112,201,138.51	47,175,257.32
Aug 4 2008	160,001,087.61	201,400.51	160,202,488.12	112,875,486.94	47,327,001.18
Sep 4 2008	160,279,583.55	750,050.21	161,029,633.76	113,549,835.37	47,479,798.39
Oct 4 2008	160,552,575.64	1,298,699.92	161,851,275.56	114,224,183.80	47,627,091.76
Nov 4 2008	160,826,590.19	1,847,349.62	162,673,939.81	114,898,532.22	47,775,407.59
Dec 4 2008	161,101,634.30	2,395,999.33	163,497,633.63	115,572,880.65	47,924,752.98
Jan 4 2009	161,371,150.59	2,944,649.03	164,315,799.62	116,247,229.08	48,068,570.54
Feb 4 2009	161,592,002.09	-12,564,078.25	149,027,923.84	100,814,537.39	48,213,386.45
Mar 4 2009	161,813,858.86	-12,015,428.55	149,798,430.31	101,439,222.70	48,359,207.61
Apr 4 2009	162,036,727.88	-11,466,778.84	150,569,949.04	102,063,908.01	48,506,041.03
May 4 2009	162,254,603.89	-10,918,129.14	151,336,474.75	102,688,593.31	48,647,881.44
Jun 4 2009	162,473,464.51	-10,369,479.43	152,103,985.08	103,313,278.62	48,790,706.46
Jul 4 2009	162,687,304.32	-9,820,829.73	152,866,474.59	103,937,963.92	48,928,510.67
Aug 4 2009	162,902,100.71	-9,272,180.02	153,629,920.69	104,562,649.23	49,067,271.46
Sep 4 2009	163,117,860.33	-8,723,530.31	154,394,330.02	105,187,334.53	49,206,995.49

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TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

<u>Termination Date</u>	<u>Gross Termination Value</u>	<u>Pro rata Rent + Prepaid/Deferred Rent Balance</u>	<u>Termination Value</u>	<u>Debt Portion of Termination Value</u>	<u>Equity Portion of Termination Value</u>
Oct 4 2009	163,328,577.61	-8,174,880.61	155,153,697.00	105,812,019.84	49,341,677.16
Nov 4 2009	163,540,229.80	-7,626,230.90	155,913,998.90	106,436,705.15	49,477,293.75
Dec 4 2009	163,752,823.40	-7,077,581.20	156,675,242.20	107,061,390.45	49,613,851.75
Jan 4 2010	163,960,352.67	-6,528,931.49	157,431,421.18	107,686,075.76	49,745,345.42
Feb 4 2010	164,174,483.73	-12,564,078.25	151,610,405.48	101,732,653.60	49,877,751.88
Mar 4 2010	164,389,533.90	-12,015,428.55	152,374,105.35	102,363,027.90	50,011,077.45
Apr 4 2010	164,605,509.58	-11,466,778.84	153,138,730.74	102,993,402.20	50,145,328.54
May 4 2010	164,816,346.30	-10,918,129.14	153,898,217.16	103,623,776.51	50,274,440.65
Jun 4 2010	165,028,079.27	-10,369,479.43	154,658,599.84	104,254,150.81	50,404,449.03
Jul 4 2010	165,234,643.83	-9,820,829.73	155,413,814.10	104,884,525.12	50,529,288.98
Aug 4 2010	165,442,074.99	-9,272,180.02	156,169,894.97	105,514,899.42	50,654,995.55
Sep 4 2010	165,650,378.76	-8,723,530.31	156,926,848.45	106,145,273.72	50,781,574.73
Oct 4 2010	165,853,490.31	-8,174,880.61	157,678,609.70	106,775,648.03	50,902,961.67
Nov 4 2010	166,057,444.50	-7,626,230.90	158,431,213.60	107,406,022.33	51,025,191.27
Dec 4 2010	166,262,247.16	-7,077,581.20	159,184,665.96	108,036,396.63	51,148,269.33
Jan 4 2011	166,461,833.30	-6,528,931.49	159,932,901.81	108,666,770.94	51,266,130.87
Feb 4 2011	166,668,352.24	-12,564,078.25	154,104,273.99	102,719,463.43	51,384,810.56
Mar 4 2011	166,875,695.03	-12,015,428.55	154,860,266.48	103,355,952.38	51,504,314.10
Apr 4 2011	167,083,867.36	-11,466,778.84	155,617,088.52	103,992,441.34	51,624,647.18
May 4 2011	167,286,735.59	-10,918,129.14	156,368,606.45	104,628,930.29	51,739,676.16
Jun 4 2011	167,490,402.32	-10,369,479.43	157,120,922.89	105,265,419.24	51,855,503.65
Jul 4 2011	167,688,733.67	-9,820,829.73	157,867,903.94	105,901,908.20	51,965,995.74
Aug 4 2011	167,887,832.02	-9,272,180.02	158,615,652.00	106,538,397.15	52,077,254.85
Sep 4 2011	168,087,702.69	-8,723,530.31	159,364,172.38	107,174,886.10	52,189,286.28
Oct 4 2011	168,282,211.64	-8,174,880.61	160,107,331.03	107,811,375.06	52,295,955.97
Nov 4 2011	168,477,461.05	-7,626,230.90	160,851,230.15	108,447,864.01	52,403,366.14
Dec 4 2011	168,673,456.07	-7,077,581.20	161,595,874.87	109,084,352.96	52,511,521.91
Jan 4 2012	168,864,062.45	-6,528,931.49	162,335,130.96	109,720,841.92	52,614,289.04
Feb 4 2012	169,052,832.12	-14,027,144.13	155,025,687.99	102,307,918.44	52,717,769.55
Mar 4 2012	169,242,320.12	-13,478,494.43	155,763,825.69	102,941,857.30	52,821,968.39
Apr 4 2012	169,432,531.43	-12,929,844.72	156,502,686.71	103,575,796.17	52,926,890.54
May 4 2012	169,617,359.45	-12,381,195.02	157,236,164.43	104,209,735.03	53,026,429.40
Jun 4 2012	169,802,878.43	-11,832,545.31	157,970,333.12	104,843,673.89	53,126,659.23
Jul 4 2012	169,982,981.55	-11,283,895.61	158,699,085.94	105,477,612.76	53,221,473.18
Aug 4 2012	170,163,742.84	-10,735,245.90	159,428,496.94	106,111,551.62	53,316,945.32
Sep 4 2012	170,345,166.86	-10,186,596.20	160,158,570.66	106,745,490.49	53,413,080.17
Oct 4 2012	170,521,146.59	-9,637,946.49	160,883,200.10	107,379,429.35	53,503,770.75
Nov 4 2012	170,697,755.86	-9,089,296.78	161,608,459.08	108,013,368.21	53,595,090.87
Dec 4 2012	170,874,999.05	-8,540,647.08	162,334,351.97	108,647,307.08	53,687,044.89
Jan 4 2013	171,034,576.71	-7,979,805.16	163,054,771.55	109,281,245.94	53,773,525.61
Feb 4 2013	171,082,283.86	-15,356,095.64	155,726,188.22	101,865,581.57	53,860,606.65
Mar 4 2013	171,130,595.50	-14,685,523.78	156,445,071.72	102,496,779.55	53,948,292.17
Apr 4 2013	171,179,515.82	-14,014,951.92	157,164,563.90	103,127,977.53	54,036,586.37
May 4 2013	171,224,335.31	-13,344,380.06	157,879,955.25	103,759,175.50	54,120,779.75
Jun 4 2013	171,269,739.25	-12,673,808.19	158,595,931.06	104,390,373.48	54,205,557.58
Jul 4 2013	171,311,017.94	-12,003,236.33	159,307,781.61	105,021,571.45	54,286,210.16
Aug 4 2013	171,352,856.49	-11,332,664.47	160,020,192.02	105,652,769.43	54,367,422.59
Sep 4 2013	171,395,258.80	-10,662,092.61	160,733,166.19	106,283,967.41	54,449,198.78
Oct 4 2013	171,433,515.02	-9,991,520.74	161,441,994.28	106,915,165.38	54,526,828.90
Nov 4 2013	171,472,310.13	-9,320,948.88	162,151,361.25	107,546,363.36	54,604,997.89
Dec 4 2013	171,511,647.87	-8,650,377.02	162,861,270.85	108,177,561.33	54,683,709.52
Jan 4 2014	171,546,818.25	-7,979,805.16	163,567,013.09	108,808,759.31	54,758,253.78
Feb 4 2014	171,579,560.13	-15,356,095.64	156,223,464.49	101,390,148.98	54,833,315.51
Mar 4 2014	171,612,823.06	-14,685,523.78	156,927,299.28	102,018,401.00	54,908,898.28
Apr 4 2014	171,646,610.67	-14,014,951.92	157,631,658.75	102,646,653.01	54,985,005.74
May 4 2014	171,676,245.86	-13,344,380.06	158,331,865.80	103,274,905.02	55,056,960.78
Jun 4 2014	171,706,380.54	-12,673,808.19	159,032,572.35	103,903,157.04	55,129,415.31

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TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

<u>Termination Date</u>	<u>Gross Termination Value</u>	<u>Prorata Rent + Prepaid/Deferred Rent Balance</u>	<u>Termination Value</u>	<u>Debt Portion of Termination Value</u>	<u>Equity Portion of Termination Value</u>
Jul 4 2014	171,732,337.45	-12,003,236.33	159,729,101.12	104,531,409.05	55,197,692.07
Aug 4 2014	171,758,768.32	-11,332,664.47	160,426,103.85	105,159,661.07	55,266,442.78
Sep 4 2014	171,785,676.43	-10,662,092.61	161,123,583.82	105,787,913.08	55,335,670.74
Oct 4 2014	171,808,384.37	-9,991,520.74	161,816,863.63	106,416,165.10	55,400,698.53
Nov 4 2014	171,831,543.71	-9,320,948.88	162,510,594.83	107,044,417.11	55,466,177.72
Dec 4 2014	171,855,157.59	-8,650,377.02	163,204,780.57	107,672,669.13	55,532,111.44
Jan 4 2015	171,874,548.43	-7,979,805.16	163,894,743.27	108,300,921.14	55,593,822.13
Feb 4 2015	171,891,201.27	-15,356,095.64	156,535,105.63	100,879,144.43	55,655,961.20
Mar 4 2015	171,908,285.45	-14,685,523.78	157,222,761.67	101,504,230.07	55,718,531.60
Apr 4 2015	171,925,803.98	-14,014,951.92	157,910,852.06	102,129,315.70	55,781,536.36
May 4 2015	171,939,115.34	-13,344,380.06	158,594,735.28	102,754,401.34	55,840,333.94
Jun 4 2015	171,952,834.85	-12,673,808.19	159,279,026.66	103,379,486.97	55,899,539.69
Jul 4 2015	171,962,320.82	-12,003,236.33	159,959,084.49	104,004,572.61	55,954,511.88
Aug 4 2015	171,972,188.39	-11,332,664.47	160,639,523.92	104,629,658.25	56,009,865.67
Sep 4 2015	171,982,440.20	-10,662,092.61	161,320,347.59	105,254,743.88	56,065,603.71
Oct 4 2015	171,988,434.40	-9,991,520.74	161,996,913.66	105,879,829.52	56,117,084.14
Nov 4 2015	171,994,785.96	-9,320,948.88	162,673,837.08	106,504,915.15	56,168,921.93
Dec 4 2015	172,001,497.36	-8,650,377.02	163,351,120.34	107,130,000.79	56,221,119.55
Jan 4 2016	172,003,926.57	-7,979,805.16	164,024,121.41	107,755,086.42	56,269,034.99
Feb 4 2016	172,003,285.11	-15,356,095.64	156,647,189.47	100,329,906.43	56,317,283.04
Mar 4 2016	172,002,978.56	-14,685,523.78	157,317,454.78	100,951,588.77	56,365,866.01
Apr 4 2016	172,003,009.27	-14,014,951.92	157,988,057.35	101,573,271.12	56,414,786.23
May 4 2016	171,998,773.88	-13,344,380.06	158,654,393.82	102,194,953.47	56,459,440.35
Jun 4 2016	171,994,848.46	-12,673,808.19	159,321,040.27	102,816,635.82	56,504,404.45
Jul 4 2016	171,986,629.50	-12,003,236.33	159,983,393.17	103,438,318.16	56,545,075.01
Aug 4 2016	171,978,692.85	-11,332,664.47	160,646,028.38	104,060,000.51	56,586,027.87
Sep 4 2016	171,971,040.49	-10,662,092.61	161,308,947.88	104,681,682.86	56,627,265.02
Oct 4 2016	171,959,068.70	-9,991,520.74	161,967,547.96	105,303,365.21	56,664,182.75
Nov 4 2016	171,947,353.18	-9,320,948.88	162,626,404.30	105,925,047.55	56,701,356.75
Dec 4 2016	171,935,895.72	-8,650,377.02	163,285,518.70	106,546,729.90	56,738,788.80
Jan 4 2017	171,920,092.41	-7,979,805.16	163,940,287.25	107,168,412.25	56,771,875.00
Feb 4 2017	171,900,860.86	-15,356,095.64	156,544,765.22	99,739,574.33	56,805,190.89
Mar 4 2017	171,881,860.57	-14,685,523.78	157,196,336.79	100,357,598.75	56,838,738.04
Apr 4 2017	171,863,093.16	-14,014,951.92	157,848,141.24	100,975,623.18	56,872,518.06
May 4 2017	171,839,995.55	-13,344,380.06	158,495,615.49	101,593,647.60	56,901,967.89
Jun 4 2017	171,817,102.37	-12,673,808.19	159,143,294.18	102,211,672.03	56,931,622.15
Jul 4 2017	171,789,850.36	-12,003,236.33	159,786,614.03	102,829,696.45	56,956,917.58
Aug 4 2017	171,762,773.94	-11,332,664.47	160,430,109.47	103,447,720.88	56,982,388.59
Sep 4 2017	171,735,874.33	-10,662,092.61	161,073,781.72	104,065,745.30	57,008,036.42
Oct 4 2017	171,704,588.08	-9,991,520.74	161,713,067.34	104,683,769.73	57,029,297.61
Nov 4 2017	171,673,449.41	-9,320,948.88	162,352,500.53	105,301,794.15	57,050,706.38
Dec 4 2017	171,642,459.36	-8,650,377.02	162,992,082.34	105,919,818.58	57,072,263.76
Jan 4 2018	171,607,054.26	-7,979,805.16	163,627,249.10	106,537,843.00	57,089,406.10
Feb 4 2018	171,567,836.56	-15,356,095.64	156,211,740.92	99,105,073.47	57,106,667.45
Mar 4 2018	171,528,738.67	-14,685,523.78	156,843,214.89	99,719,166.29	57,124,048.60
Apr 4 2018	171,489,761.45	-14,014,951.92	157,474,809.53	100,333,259.10	57,141,550.43
May 4 2018	171,446,385.08	-13,344,380.06	158,102,005.02	100,947,351.92	57,154,653.10
Jun 4 2018	171,403,099.68	-12,673,808.19	158,729,291.49	101,561,444.73	57,167,846.76
Jul 4 2018	171,355,385.24	-12,003,236.33	159,352,148.91	102,175,537.55	57,176,611.36
Aug 4 2018	171,307,731.63	-11,332,664.47	159,975,067.16	102,789,630.37	57,185,436.79
Sep 4 2018	171,260,139.29	-10,662,092.61	160,598,046.68	103,403,723.18	57,194,323.50
Oct 4 2018	171,208,088.02	-9,991,520.74	161,216,567.28	104,017,816.00	57,198,751.28
Nov 4 2018	171,156,067.48	-9,320,948.88	161,835,118.60	104,631,908.81	57,203,209.79
Dec 4 2018	171,104,077.90	-8,650,377.02	162,453,700.88	105,246,001.63	57,207,699.25
Jan 4 2019	171,047,598.85	-7,979,805.16	163,067,793.69	105,860,094.44	57,207,699.25
Feb 4 2019	170,986,894.03	-15,356,095.64	155,630,798.39	98,423,099.14	57,207,699.25
Mar 4 2019	170,926,189.21	-14,685,523.78	156,240,665.43	99,032,966.18	57,207,699.25

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TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

<u>Termination Date</u>	<u>Gross Termination Value</u>	<u>Prorata Rent + Prepaid/Deferred Rent Balance</u>	<u>Termination Value</u>	<u>Debt Portion of Termination Value</u>	<u>Equity Portion of Termination Value</u>
Apr 4 2019	170,865,484.39	-14,014,951.92	156,850,532.47	99,642,833.23	57,207,699.24
May 4 2019	170,804,779.57	-13,344,380.06	157,460,399.51	100,252,700.27	57,207,699.24
Jun 4 2019	170,744,074.75	-12,673,808.19	158,070,266.56	100,862,567.31	57,207,699.25
Jul 4 2019	170,683,369.93	-12,003,236.33	158,680,133.60	101,472,434.36	57,207,699.24
Aug 4 2019	170,622,665.11	-11,332,664.47	159,290,000.64	102,082,301.40	57,207,699.24
Sep 4 2019	170,561,960.29	-10,662,092.61	159,899,867.68	102,692,168.44	57,207,699.24
Oct 4 2019	170,501,255.47	-9,991,520.74	160,509,734.73	103,302,035.48	57,207,699.25
Nov 4 2019	170,440,550.66	-9,320,948.88	161,119,601.78	103,911,902.53	57,207,699.25
Dec 4 2019	170,379,845.84	-8,650,377.02	161,729,468.82	104,521,769.57	57,207,699.25
Jan 4 2020	170,319,141.02	-7,979,805.16	162,339,335.86	105,131,636.61	57,207,699.25
Feb 4 2020	170,253,894.25	-15,356,095.64	154,897,798.61	97,690,099.36	57,207,699.25
Mar 4 2020	170,188,647.49	-14,685,523.78	155,503,123.71	98,295,424.46	57,207,699.25
Apr 4 2020	170,123,400.72	-14,014,951.92	156,108,448.80	98,900,749.56	57,207,699.24
May 4 2020	170,058,153.95	-13,344,380.06	156,713,773.89	99,506,074.65	57,207,699.24
Jun 4 2020	169,992,907.19	-12,673,808.19	157,319,099.00	100,111,399.75	57,207,699.25
Jul 4 2020	169,927,660.42	-12,003,236.33	157,924,424.09	100,716,724.85	57,207,699.24
Aug 4 2020	169,862,413.66	-11,332,664.47	158,529,749.19	101,322,049.94	57,207,699.25
Sep 4 2020	169,797,166.89	-10,662,092.61	159,135,074.28	101,927,375.04	57,207,699.24
Oct 4 2020	169,731,920.13	-9,991,520.74	159,740,399.39	102,532,700.14	57,207,699.25
Nov 4 2020	169,666,673.36	-9,320,948.88	160,345,724.48	103,138,025.23	57,207,699.25
Dec 4 2020	169,601,426.60	-8,650,377.02	160,951,049.58	103,743,350.33	57,207,699.25
Jan 4 2021	169,536,179.83	-7,979,805.16	161,556,374.67	104,348,675.43	57,207,699.24
Feb 4 2021	169,466,051.29	-15,356,095.64	154,109,955.65	96,902,256.40	57,207,699.25
Mar 4 2021	169,395,922.75	-14,685,523.78	154,710,398.97	97,502,699.72	57,207,699.25
Apr 4 2021	169,325,794.21	-14,014,951.92	155,310,842.29	98,103,143.05	57,207,699.24
May 4 2021	169,255,665.67	-13,344,380.06	155,911,285.61	98,703,586.37	57,207,699.24
Jun 4 2021	169,185,537.13	-12,673,808.19	156,511,728.94	99,304,029.69	57,207,699.25
Jul 4 2021	169,115,408.59	-12,003,236.33	157,112,172.26	99,904,473.01	57,207,699.25
Aug 4 2021	169,045,280.05	-11,332,664.47	157,712,615.58	100,504,916.33	57,207,699.25
Sep 4 2021	168,975,151.51	-10,662,092.61	158,313,058.90	101,105,359.65	57,207,699.25
Oct 4 2021	168,905,022.96	-9,991,520.74	158,913,502.22	101,705,802.97	57,207,699.25
Nov 4 2021	168,834,894.42	-9,320,948.88	159,513,945.54	102,306,246.30	57,207,699.24
Dec 4 2021	168,764,765.88	-8,650,377.02	160,114,388.86	102,906,689.62	57,207,699.24
Jan 4 2022	168,694,637.34	-7,979,805.16	160,714,832.18	103,507,132.94	57,207,699.24
Feb 4 2022	168,619,261.77	-15,356,095.64	153,263,166.13	96,055,466.88	57,207,699.25
Mar 4 2022	168,543,886.20	-14,685,523.78	153,858,362.42	96,650,663.17	57,207,699.25
Apr 4 2022	168,468,510.63	-14,014,951.92	154,453,558.71	97,245,859.46	57,207,699.25
May 4 2022	168,393,135.06	-13,344,380.06	155,048,755.00	97,841,055.76	57,207,699.24
Jun 4 2022	168,317,759.49	-12,673,808.19	155,643,951.30	98,436,252.05	57,207,699.25
Jul 4 2022	168,242,383.91	-12,003,236.33	156,239,147.58	99,031,448.34	57,207,699.24
Aug 4 2022	168,167,008.34	-11,332,664.47	156,834,343.87	99,626,644.63	57,207,699.24
Sep 4 2022	168,091,632.77	-10,662,092.61	157,429,540.16	100,221,840.92	57,207,699.24
Oct 4 2022	168,016,257.20	-9,991,520.74	158,024,736.46	100,817,037.21	57,207,699.25
Nov 4 2022	167,940,881.63	-9,320,948.88	158,619,932.75	101,412,233.50	57,207,699.25
Dec 4 2022	167,865,506.06	-8,650,377.02	159,215,129.04	102,007,429.79	57,207,699.25
Jan 4 2023	167,790,130.49	-7,979,805.16	159,810,325.33	102,602,626.08	57,207,699.25
Feb 4 2023	167,709,115.30	-15,356,095.64	152,353,019.66	95,145,320.41	57,207,699.25
Mar 4 2023	167,628,100.11	-14,685,523.78	152,942,576.33	95,734,877.09	57,207,699.24
Apr 4 2023	167,547,084.93	-14,014,951.92	153,532,133.01	96,324,433.76	57,207,699.25
May 4 2023	167,466,069.74	-13,344,380.06	154,121,689.68	96,913,990.44	57,207,699.24
Jun 4 2023	167,385,054.56	-12,673,808.19	154,711,246.37	97,503,547.12	57,207,699.25
Jul 4 2023	167,304,039.37	-12,003,236.33	155,300,803.04	98,093,103.79	57,207,699.25
Aug 4 2023	167,223,024.18	-11,332,664.47	155,890,359.71	98,682,660.47	57,207,699.24
Sep 4 2023	167,142,009.00	-10,662,092.61	156,479,916.39	99,272,217.14	57,207,699.25
Oct 4 2023	167,060,993.81	-9,991,520.74	157,069,473.07	99,861,773.82	57,207,699.25
Nov 4 2023	166,979,978.63	-9,320,948.88	157,659,029.75	100,451,330.50	57,207,699.25
Dec 4 2023	166,898,963.44	-8,650,377.02	158,248,586.42	101,040,887.17	57,207,699.25

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TERMINATION VALUES AND EQUITY PORTION OF TERMINATION VALUES

Termination Date	Gross Termination Value	Prorata Rent + Prepaid/Deferred Rent Balance	Termination Value	Debt Portion of Termination Value	Equity Portion of Termination Value
Jan 4 2024	166,817,948.25	-7,979,805.16	158,838,143.09	101,630,443.85	57,207,699.24
Feb 4 2024	166,730,871.50	-15,356,095.64	151,374,775.86	94,167,076.61	57,207,699.25
Mar 4 2024	166,643,794.74	-14,685,523.78	151,958,270.96	94,750,571.71	57,207,699.25
Apr 4 2024	166,556,717.98	-14,014,951.92	152,541,766.06	95,334,066.82	57,207,699.24
May 4 2024	166,469,641.22	-13,344,380.06	153,125,261.16	95,917,561.92	57,207,699.24
Jun 4 2024	166,382,564.47	-12,673,808.19	153,708,756.28	96,501,057.03	57,207,699.25
Jul 4 2024	166,295,487.71	-12,003,236.33	154,292,251.38	97,084,552.13	57,207,699.25
Aug 4 2024	166,208,410.95	-11,332,664.47	154,875,746.48	97,668,047.24	57,207,699.24
Sep 4 2024	166,121,334.19	-10,662,092.61	155,459,241.58	98,251,542.34	57,207,699.24
Oct 4 2024	166,034,257.44	-9,991,520.74	156,042,736.70	98,835,037.45	57,207,699.25
Nov 4 2024	165,947,180.68	-9,320,948.88	156,626,231.80	99,418,532.55	57,207,699.25
Dec 4 2024	165,860,103.92	-8,650,377.02	157,209,726.90	100,002,027.66	57,207,699.24
Jan 4 2025	165,773,027.16	-7,979,805.16	157,793,222.00	100,585,522.76	57,207,699.24
Feb 4 2025	165,686,829.36	-14,170,204.16	151,516,625.20	94,308,925.95	57,207,699.25
Mar 4 2025	165,600,631.55	-13,499,632.30	152,100,999.25	94,893,300.01	57,207,699.24
Apr 4 2025	165,514,433.75	-12,829,060.44	152,685,373.31	95,477,674.07	57,207,699.24
May 4 2025	165,428,235.95	-12,158,488.57	153,269,747.38	96,062,048.13	57,207,699.25
Jun 4 2025	165,342,038.14	-11,487,916.71	153,854,121.43	96,646,422.18	57,207,699.25
Jul 4 2025	165,255,840.34	-10,817,344.85	154,438,495.49	97,230,796.24	57,207,699.25
Aug 4 2025	165,169,642.53	-10,146,772.99	155,022,869.54	97,815,170.30	57,207,699.24
Sep 4 2025	165,083,444.73	-9,476,201.13	155,607,243.60	98,399,544.35	57,207,699.25
Oct 4 2025	164,997,246.92	-8,805,629.26	156,191,617.66	98,983,918.41	57,207,699.25
Nov 4 2025	164,911,049.12	-8,135,057.40	156,775,991.72	99,568,292.47	57,207,699.25
Dec 4 2025	164,824,851.31	-7,464,485.54	157,360,365.77	100,152,666.53	57,207,699.24
Jan 4 2026	164,738,653.51	-6,793,913.68	157,944,739.83	100,737,040.58	57,207,699.25
Feb 4 2026	164,652,455.71	-6,123,341.82	158,529,117.89	101,321,414.64	57,207,699.25
Mar 4 2026	164,566,257.91	-5,452,770.00	159,113,487.91	101,905,788.70	57,207,699.25
Apr 4 2026	164,480,060.11	-4,782,198.18	159,697,865.93	102,490,162.76	57,207,699.24
May 4 2026	164,393,862.31	-4,111,626.36	160,282,239.95	103,074,536.82	57,207,699.25
Jun 4 2026	164,307,664.51	-3,441,054.54	160,866,614.01	103,658,910.88	57,207,699.25
Jul 4 2026	164,221,466.71	-2,770,482.72	161,451,131.99	104,243,284.94	57,207,699.25
Aug 4 2026	164,135,268.91	-2,100,000.90	162,035,652.81	104,827,659.00	57,207,699.25
Sep 4 2026	164,049,071.11	-1,429,429.08	162,620,173.63	105,412,033.06	57,207,699.24
Oct 4 2026	163,962,873.31	-758,857.26	163,204,694.45	105,996,407.12	57,207,699.24
Nov 4 2026	163,876,675.51	-93,285.44	163,789,213.07	106,580,781.18	57,207,699.24
Dec 4 2026	163,790,477.71	702,286.38	164,373,731.69	107,165,155.24	57,207,699.24
Jan 4 2027	163,704,279.91	1,371,714.52	164,958,250.31	107,749,529.30	55,818,424.25
Feb 4 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25
Mar 4 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25
Apr 4 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25
Apr 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25
May 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Jun 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Jul 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Aug 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Sep 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Oct 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Nov 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *
Dec 15 2027	55,818,424.25	0.00	55,818,424.25	0.00	55,818,424.25 *

* Equity Portion of Termination Values from and after 15 April 2027 shall be reduced by the amount of the installment of the purchase option price paid on each of the 15th of April, June, September and December 2027.

TERMS AND CONDITIONS OF SERVICE CONTRACT

The Service Contract shall contain the following terms and conditions:

(1) Terms for the delivery to the Service Purchaser of and payment by the Service Purchaser for electricity to be produced by the Facility in accordance with the Power Load Profile applicable thereto.

(2) The term of the Service Contract shall commence on the Expiration Date and end not later than the Service Contract Expiration Date.

(3) The Capacity Charges, Fixed Energy Charges and Energy Charges (collectively, the "Service Fees") shall be paid by the Service Purchaser if and to the extent, but only if and to the extent, the Owner Trust makes power available to the Service Purchaser in accordance with the schedule of services set forth in the Service Contract and if such share is not available for any reason, including Uncontrollable Forces, such obligations shall be reduced on a basis to be negotiated with the Service Purchaser.

(4) If the Service Purchaser chooses not to use all of its share of Required Capacity, then the Service Purchaser shall nevertheless be required to pay the Capacity Charges and the Fixed Energy Charges, but the Energy Charges will be lowered to reflect such reduced usage.

(5) The Owner Trust shall be permitted to produce and sell Energy to third parties up to an amount of its Entitlement Share of Available Capacity (x) to the extent that such Energy is not required to be made available to the Service Purchaser and (y) to the extent that the Service Purchaser chooses not to take all of the Energy available to it.

(6) The Service Purchaser shall be permitted to cancel the Service Contract for the "consistent failure" of the Owner Trust to meet its obligations under the Service Contract (it being understood that "consistent failure" shall be deemed to mean the failure by the Owner Trust to make available on average at least 75% of the capacity required to be made available to the Service Purchaser under the relevant Service Contract for a period of 1 year).

(7) The Owner Trust shall be allowed to increase the Capacity Charges, Fixed Energy Charges and/or Energy Charges payable by the Service Purchaser to reflect increases in the price of fuel, the cost of modifications or any other items customarily the subject of a capacity charge and/or energy charge escalator in the utility industry.

(8) The Service Purchaser must provide Service Contract Credit Support if the credit rating of its unsecured long-term debt obligations (or such obligations of any Person that guarantees the obligations of the Service Purchaser under the Service Contract) falls below AA- by S&P or Aa3 by Moody's.

(9) In the event that the Service Purchaser defaults under the Service Contract, the Owner Trust shall have the right to terminate the Service Contract and collect a Liquidated Damage Amount, which shall be an amount from time to time during the term of the Service Contract necessary to allow the Owner Trust to repay the Replacement Lender in full and allow the Owner Participant to recover its unrecovered investment at its Net Economic Return.

(10) Other terms and conditions as may be necessary to ensure that such Service Contract qualifies as a service contract under Section 7701(e)(1) of the Code.

(11) Such Service Contract shall otherwise contain commercially reasonable and customary terms.

**FBR-1
CAPACITY CHARGES**

<u>Payment Date</u>	<u>Arrears Capacity Charge</u>	<u>Equity Portion of Capacity Charge</u>
Jan 4 2028	20,489,372.97	4,692,206.97
Jan 4 2029	20,489,372.97	7,189,937.42
Jan 4 2030	20,489,372.97	5,453,418.47
Jan 4 2031	20,489,372.97	6,643,947.00
Jan 4 2032	20,489,372.97	6,842,968.29
Jan 4 2033	20,489,372.97	7,051,510.76
Jan 4 2034	20,489,372.97	8,437,197.28
Jan 4 2035	20,489,372.97	7,450,172.22
Jan 4 2036	20,489,372.97	6,403,510.41
Jan 4 2037	20,489,372.97	4,129,948.15
Jan 4 2038	20,489,372.97	2,626,050.37
Jan 4 2039	20,489,372.97	9,931,189.36
Dec 4 2039	18,781,925.22	18,781,925.22

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LIQUIDATED DAMAGE AMOUNTS FOR SERVICE CONTRACT

<u>Termination Date</u>	<u>Liquidated Damage Amount</u>	<u>Debt Portion of Liquidated Damage Amount</u>	<u>Equity Portion of Liquidated Damage Amount</u>
Oct 4 2030	166,054,033.33	92,446,986.84	73,607,046.49
Nov 4 2030	166,867,302.62	93,007,285.26	73,860,017.36
Dec 4 2030	167,682,548.82	93,567,583.69	74,114,965.14
Jan 4 2031	168,514,193.16	94,127,882.11	74,386,311.05
Feb 4 2031	148,733,052.80	80,797,100.54	67,935,952.26
Mar 4 2031	149,442,798.25	81,311,744.94	68,131,053.32
Apr 4 2031	150,154,068.37	81,826,389.33	68,327,679.04
May 4 2031	150,881,857.59	82,341,033.73	68,540,823.86
Jun 4 2031	151,611,312.49	82,855,678.13	68,755,634.36
Jul 4 2031	152,357,428.59	83,370,322.52	68,987,106.07
Aug 4 2031	153,105,353.59	83,884,966.92	69,220,386.67
Sep 4 2031	153,855,101.61	84,399,611.31	69,455,490.30
Oct 4 2031	154,621,669.44	84,914,255.71	69,707,413.73
Nov 4 2031	155,390,205.98	85,428,900.11	69,961,305.87
Dec 4 2031	156,160,726.63	85,943,544.50	70,217,182.13
Jan 4 2032	156,948,229.41	86,458,188.90	70,490,040.51
Feb 4 2032	137,118,330.40	73,278,538.46	63,839,791.94
Mar 4 2032	137,779,310.42	73,745,292.70	64,034,017.72
Apr 4 2032	138,441,808.26	74,212,046.94	64,229,761.33
May 4 2032	139,121,422.64	74,678,801.18	64,442,621.46
Jun 4 2032	139,802,700.47	75,145,555.42	64,657,145.05
Jul 4 2032	140,501,241.58	75,612,309.65	64,888,931.93
Aug 4 2032	141,201,594.05	76,079,063.89	65,122,530.16
Sep 4 2032	141,903,772.04	76,545,818.13	65,357,953.90
Oct 4 2032	142,623,376.64	77,012,572.37	65,610,804.27
Nov 4 2032	143,344,957.21	77,479,326.61	65,865,630.60
Dec 4 2032	144,068,529.18	77,946,080.85	66,122,448.33
Jan 4 2033	144,809,694.96	78,412,835.09	66,396,859.87
Feb 4 2033	124,928,616.74	65,391,489.85	59,537,126.89
Mar 4 2033	125,538,410.19	65,808,006.83	59,730,403.37
Apr 4 2033	126,149,714.05	66,224,523.80	59,925,190.25
May 4 2033	126,778,760.90	66,641,040.78	60,137,720.12
Jun 4 2033	127,409,468.62	67,057,557.75	60,351,910.87
Jul 4 2033	128,058,070.96	67,474,074.72	60,583,996.24
Aug 4 2033	128,708,487.00	67,890,591.70	60,817,895.30
Sep 4 2033	129,360,730.90	68,307,108.67	61,053,622.23
Oct 4 2033	130,031,037.73	68,723,625.65	61,307,412.09
Nov 4 2033	130,703,327.87	69,140,142.62	61,563,185.25
Dec 4 2033	131,377,616.81	69,556,659.59	61,820,957.21
Jan 4 2034	132,070,140.95	69,973,176.57	62,096,964.38
Feb 4 2034	112,128,792.20	58,292,298.91	53,836,493.29
Mar 4 2034	112,678,197.49	58,663,596.95	54,014,600.54
Apr 4 2034	113,228,994.64	59,034,894.99	54,194,099.65
May 4 2034	113,797,986.68	59,406,193.03	54,391,793.65
Jun 4 2034	114,368,523.65	59,777,491.07	54,591,032.59

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LIQUIDATED DAMAGE AMOUNTS FOR SERVICE CONTRACT

<u>Termination Date</u>	<u>Liquidated Damage Amount</u>	<u>Debt Portion of Liquidated Damage Amount</u>	<u>Equity Portion of Liquidated Damage Amount</u>
Jul 4 2034	114,957,409.77	60,148,789.11	54,808,620.67
Aug 4 2034	115,547,996.29	60,520,087.15	55,027,909.14
Sep 4 2034	116,140,296.49	60,891,385.18	55,248,911.31
Oct 4 2034	116,751,115.91	61,262,683.22	55,488,432.69
Nov 4 2034	117,363,807.14	61,633,981.26	55,729,825.88
Dec 4 2034	117,978,384.80	62,005,279.30	55,973,105.49
Jan 4 2035	118,611,655.76	62,376,577.34	56,235,078.42
Feb 4 2035	98,613,005.15	49,653,649.97	48,959,355.18
Mar 4 2035	99,105,090.79	49,969,923.36	49,135,167.43
Apr 4 2035	99,598,550.36	50,286,196.75	49,312,353.61
May 4 2035	100,110,880.33	50,602,470.14	49,508,410.19
Jun 4 2035	100,624,742.43	50,918,743.53	49,705,998.91
Jul 4 2035	101,157,634.38	51,235,016.91	49,922,617.47
Aug 4 2035	101,692,219.15	51,551,290.30	50,140,928.85
Sep 4 2035	102,228,509.97	51,867,563.69	50,360,946.28
Oct 4 2035	102,784,005.90	52,183,837.08	50,600,168.82
Nov 4 2035	103,341,371.30	52,500,110.46	50,841,260.84
Dec 4 2035	103,900,620.78	52,816,383.85	51,084,236.93
Jan 4 2036	104,479,254.79	53,132,657.24	51,346,597.55
Feb 4 2036	84,427,611.63	39,297,101.09	45,130,510.54
Mar 4 2036	84,866,806.12	39,547,407.51	45,319,398.61
Apr 4 2036	85,307,476.72	39,797,713.93	45,509,762.79
May 4 2036	85,767,952.31	40,048,020.35	45,719,931.96
Jun 4 2036	86,230,070.32	40,298,326.77	45,931,743.56
Jul 4 2036	86,712,160.93	40,548,633.19	46,163,527.75
Aug 4 2036	87,196,062.88	40,798,939.60	46,397,123.27
Sep 4 2036	87,681,790.31	41,049,246.02	46,632,544.29
Oct 4 2036	88,187,674.85	41,299,552.44	46,888,122.41
Nov 4 2036	88,695,556.66	41,549,858.86	47,145,697.80
Dec 4 2036	89,205,451.37	41,800,165.28	47,405,286.09
Jan 4 2037	89,735,692.03	42,050,471.70	47,685,220.33
Feb 4 2037	69,643,478.22	25,855,737.31	43,787,740.91
Mar 4 2037	70,042,454.07	26,020,427.76	44,022,026.32
Apr 4 2037	70,443,260.81	26,185,118.20	44,258,142.61
May 4 2037	70,865,308.81	26,349,808.64	44,515,500.16
Jun 4 2037	71,289,368.00	26,514,499.09	44,774,868.91
Jul 4 2037	71,734,850.16	26,679,189.53	45,055,660.63
Aug 4 2037	72,182,526.65	26,843,879.98	45,338,646.67
Sep 4 2037	72,632,414.60	27,008,570.42	45,623,844.18
Oct 4 2037	73,103,927.38	27,173,260.86	45,930,666.51
Nov 4 2037	73,577,837.89	27,337,951.31	46,239,886.59
Dec 4 2037	74,054,164.89	27,502,641.75	46,551,523.14
Jan 4 2038	74,552,323.33	27,667,332.19	46,884,991.14
Feb 4 2038	54,430,299.93	9,866,857.42	44,563,442.51
Mar 4 2038	54,800,029.11	9,929,705.26	44,870,323.86